IBAN Suite Reseller License Agreement

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1. General

1.1 These terms and conditions apply to the Licensed Material (defined below) licensed by GW Solutions LTD, a company with address: 16 Asen Zlatarov, Plovdiv, 4000, Bulgaria named (‘SUPPLIER’) to the **[Buyer Company Name],** a company with address: **[Buyer Company Address]** named (the “Reseller”) on the applicable SUPPLIER invoice or any separate agreement that may exist between SUPPLIER and such Reseller (together with these terms and conditions, “the Order”) for the supply of the SUPPLIER hosted look-up tools selected by the Reseller and specified on the Order ("the Products") and the use of the data, information and editorial content and any software (together ‘Licensed Material’) included in the Products.

1.2 Products included on the order form may be provided by SUPPLIER’s affiliate. Licensed Material contained in such Products is supplied by SUPPLIER under license from SUPPLIER. The Reseller agrees that SUPPLIER shall be entitled to enforce these terms and conditions in respect of such Licensed Materials as though it were a party to the Order.

1.3 The Order shall be governed by and construed in accordance with the laws of Republic of Bulgaria and the Reseller agree to submit to the non-exclusive jurisdiction of the Bulgarian courts.

2. Access to the Product

2.1 The Reseller will comply with any instructions relating to the security of the Products issued by SUPPLIER. A specially designated username and password will be allocated by SUPPLIER to the Reseller or named employees of the Reseller who are authorized to access and use the Products (‘‘Authorized Users') for the sole use of the Reseller or Authorized Users to access the Products and the Licensed Material. Usernames are unique to the named individual Authorized User and must not be shared or transferred. SUPPLIER may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Reseller accordingly.

2.2 The Reseller shall notify SUPPLIER promptly if it becomes aware or suspects that any unauthorized person has obtained a password. SUPPLIER will alter the password and inform the Reseller accordingly. Where the Reseller notifies SUPPLIER by telephone, such notification shall be confirmed in writing by the Reseller within 48 (forty eight) hours.

3. License

3.1 SUPPLIER grants to the Reseller a non-exclusive, non-transferable license for the Reseller and its Authorized Users to access and use the Products and the Licensed subject to and in accordance with these terms and conditions, and for this purpose to: (a) search, interrogate, and display the data accessed through the Licensed Material (“Licensed Data”).

(b) make a limited number of printouts of items included in the Licensed Data using the printing commands contained in the Product;

(c) down-load and store in machine readable format a single copy of insubstantial portions of the Licensed Data; and
(d) down-load and store a single copy of relevant Licensed Data for the Reseller's audit and regulatory purposes but not for any other purpose.

3.2 The Reseller hereby acknowledges that the copyright, database rights and all other intellectual property rights comprised in or relating to the Licensed Material and all compilations thereof and in documentation supplied by SUPPLIER pursuant to the Products ("Documentation") are and shall remain the sole property of SUPPLIER or (as applicable) their third party licensors. Except as expressly permitted hereunder, no part of the Licensed Materials or Documentation may be reproduced in any form or by any means and may not be used to prepare or compile directories, database, mailing lists or other derivative works without the prior written permission of SUPPLIER.

3.3 The Customer may not use automated applications or software to intentionally enumerate or download the bank directory data returned by the IBAN Suite, Bank Suite, BIC Validation and SORTware services.
Automated downloads of bank directory data are only allowed for EISCD Weekly and EISCD Monthly services.

3.4 The Reseller may not:

(a) make multiple printouts or copies of Licensed Data for distribution to any party other than Authorized Users ("Unauthorized Persons");
(b) make the Product or any Licensed Material available to Unauthorized Persons on a local area network, a wide area network or on any intranet or extranet except as permitted in this agreement;
(c) abstract, download, store, reproduce, transmit, display, copy or use the Licensed Materials other than as permitted in this agreement;
(d) remove any copyright or other proprietary rights notice contained or included in the Licensed Materials;
(e) modify, reverse engineer or decompile the Licensed Software.

3.6 Rate Limits.
The Customer shall not attempt to exceed or circumvent limitations on access, calls and use of our API, or otherwise use the our API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the terms of service or the API Documentation. Our present rate limits are 5 requests per second per IP address, as well as 5 requests per second per session/API key

4. Resellers

4.1 Reseller Definitions

End-User: means any person or entity other than Subscriber or Agents with whom Reseller or its Agents interact using the Service.

Agent: means an individual authorized to use the Service through Resellers Account as an agent and/or administrator as identified through a unique login.

Service: means the Supplier Service, as applicable, that Reseller have purchased or deployed or to which Reseller have subscribed, whether made available to Reseller on a trial or paid basis.

Service Data: means electronic data, text, messages, communications or other materials submitted to and stored within the Service by Resellers', Agents and End-Users in connection with Resellers' use of such Service, which may include, without limitation, Personal Data.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Supplier Service, as applicable, to which the Reseller is subscribing.

Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

EISCD Data: Bank identification data returned by our EISCD API, IBAN Validation API, IBAN Calculation API and related services for Banks and Branches in the United Kingdom is a part of the Extended Industry Sort Code Directory (EISCD) and is provided by VocaLink Limited.

4.2 Reselling Options

(a) Supplier allows the Reseller to re-sell the services available under his account to third parties only when using a reseller pricing plan. Reseller Service Plans are negotiated with our sales team prior to signing this contract. Reseller pricing plans are described under section 5 Pricing.

(b) Reseller may resell the services to his agents and to end users for the duration of his subscription and as long as he has available queries in his account.

(c) Reseller account is valid for 12 months after the date of purchase. After the 12 months of membership expire. The account will be deactivated and this agreement terminated.

(d) Reseller account may be renewed by purchasing an additional queries package. Upon purchase the account expiration will be extended with 12 months.

4.3 Reseller responsibilities

The Reseller is responsible for compliance with the provisions of these Terms by Agents and End-Users and for any and all activities that occur under Resellers' Account, as well as for all Service Data. Without limiting the foregoing, Reseller is solely responsible for ensuring that use of the Service to store and transmit Service Data is compliant with all applicable laws and regulations. Reseller also maintains all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Resellers' purposes.

4.4 Reselling exceptions

The reselling rights and conditions described in this agreement do not apply to the following part of SUPPLIER services:

- EISCD Data

UK Sort Code bank and branch data returned by our IBAN calculation and IBAN validation service as well as our EISCD API cannot be resold by the Reseller to their agents or clients.
This agreement allows the reseller to use the United Kingdom Sort Code Data in-house only. The reseller cannot sell the data to others and are effectively licensed as single site subscribers.

To obtain reselling permission for the EISCD data provided by ***VocaLink Limited*** the Reseller must obtain a distributor license from VocaLink Limited.

Licenses are available at:
https://www.vocalink.com/customer-support/eiscd/

5. Service Plans

Reseller may purchase the following reseller plans for the IBAN Suite service via the payment links provided by our sales team. Pricing packages for resellers are described in the table below:

Service Plan	***Number of Queries***	***Period***	***Price***
IBAN Suite: Reseller Package	100,000	12 months	3600.00 EUR
IBAN Suite: Reseller Package	200,000	12 months	6400.00 EUR
IBAN Suite: Reseller Package	400,000	12 months	12,000.00 EUR
IBAN Suite: Reseller Package	600,000	12 months	16,800.00 EUR
IBAN Suite: Reseller Package	1,000,000	12 months	24,000.00 EUR

The prices in this table are provided as a one-time discounted offer as negotiated between SUPPLIER and the Reseller upon initial purchase or renewal purchases.

6. Changes to the Product

6.1 SUPPLIER reserves the right from time to time to make alterations to the Products or any part or parts thereof or to withdraw any part of parts thereof and to make alterations in the times of the availability of the Products and the rules of operation relating thereto and in particular:

(a) to make changes in the normal service hours and in user identification procedures provided that SUPPLIER shall not make changes in the normal service hours except in the case of emergency

without giving at least 14 (fourteen) days' notice to the Reseller;
(b) to add, amend, delete or otherwise vary all or any of the Licensed Data;
(c) to withdraw the Products from any particular network through which it they are from time to time available or to make the Products available through any additional or alternative network.

6.2 If through the fault of SUPPLIER (which shall not include any circumstances beyond SUPPLIER's reasonable control) any Product is suspended or interrupted or is otherwise temporarily unavailable or a fault occurs in the Product which prevents the Reseller from effectively being able to gain access to the Licensed Data during normal service hours, SUPPLIER will take all necessary steps to rectify the fault as soon as reasonably practicable but shall not be liable for any loss or damage whatsoever suffered by the Reseller as a result.

7. No Warranties

7.1 To the extent permitted by applicable law, SUPPLIER makes no express warranty or representation regarding the Products or the Licensed Materials and excludes any implied warranties including but not limited to any implied warranty that the information contained in the Licensed Data is accurate or up to date or that it is suitable for any particular purpose. All conditions, warranties or representation express or implied as to the operation or supply of the Product are hereby expressly excluded.

8. License Fee

8.1 The Reseller will pay the fee payable to SUPPLIER as set out in the Order or otherwise communicated to the Reseller by SUPPLIER, together with applicable value added tax or other sales tax, in the manner provided in the Agreement or Order Form. SUPPLIER may assess and collect late charges on past due invoices of up to one and one half (1 ½) percent per month or the highest amount permitted by law, whichever is lower

Available queries and service plans.

(a) The Products provided by IBANCOM include a pre-defined number of available queries.

(b) The Customer may use the available queries in his account for the period of 12 months form the date of purchase.

(c) If the Customer fails to renew his plan prior to the expiration date, all remaining queries in his account are lost.

(d) The Customer may purchase additional queries to his account. Remaining queries from previous purchases will be preserved if the current purchase is for a plan with the same or higher number of queries as the current plan.

9. Limitation of Liability; Indemnification

9.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL SUPPLIER, OR SUPPLIER AFFILIATES OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE RESELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY THE RESELLER OR SUCH THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, OUR AGGREGATE LIABILITY TO THE RESELLER OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE PAYMENTS MADE BY RESELLER TO SUPPLIER WITH RESPECT TO RESELLERS SUBSCRIPTION TO SUCH SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. RESELLER ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES CHARGED FOR RESELLER'S SUBSCRIPTION, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE THE RESELLER THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

9.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to the reseller. IN THESE JURISDICTIONS, THE SUPPLIER CONTRACTING PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.4 Any claims or damages that the reseller may have against the SUPPLIER Contracting Party shall only be enforceable against the SUPPLIER Contracting Party and not any other entity or its officers, directors, representatives or agents.

9.5 Nothing in these terms and conditions is intended to limit the liability of any person for death or personal injury caused by the negligence of that person, its employees or agents, except to the extent permitted by applicable law.

9.6 While the employees, servants and agents of SUPPLIER and SUPPLIER may be authorized to assist the Reseller by means of help-desk and support facilities, any assistance given by such employee, servant or agent shall be solely at the Reseller's risk and neither SUPPLIER nor SUPPLIER will be liable for any loss or damage suffered by the Reseller arising there from.

9.7 The Reseller shall indemnify SUPPLIER and SUPPLIER against any liabilities, losses, damages, costs or expenses whatsoever caused incurred by SUPPLIER directly or indirectly as a result of any claim or course of action made or instituted against SUPPLIER by any third party arising from the unauthorized use of the Products by the Reseller or its Authorized Users.

9.8 SUPPLIER will defend, indemnify and hold Licensee harmless, and at SUPPLIER’s option, settle any action or proceeding of any kind or description based upon a third party’s claim of patent, copyright or trademark infringement asserted against Licensee in relation to the Licensed Materials (a ‘Claim’), provided: (i) the Licensed Materials are used as provided by SUPPLIER; (ii) SUPPLIER is given prompt, written notice of any such claim; (iii) SUPPLIER is given the right to control and direct the investigation, defense and settlement of each such Claim; and (iv) Licensee reasonably cooperates with SUPPLIER, at SUPPLIER’s expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written authority of SUPPLIER. This indemnity does not extend to any modifications to the Licensed Materials by the Licensee where; (i) such modification is the cause of the Claim; or (ii) the Licensee’s use of the Licensed Materials in combination with any other product or resource not furnished or authorized by the SUPPLIER where such combination is the cause of the Claim. Should the Licensed Materials, become, or in SUPPLIER’s opinion are likely to become, the subject of a Claim, Licensee shall permit SUPPLIER, at Licensor’s option and expense, and as Licensee’s sole and exclusive remedy, either: (i) to procure for the Licensee the right to continue using the Licensed Materials; (ii) to replace or modify the same so that they become non-infringing; or (iii) to grant the Licensee a refund of the unused portion of the fees paid by the Licensee in relation to the relevant Licensed Materials.

9.9 The Products may contain links to external sites. SUPPLIER is not responsible for and have no control over the content of such sites and, to the extent permissible by law, disclaim all responsibility and liability in relation to information available on such sites or accessible from the Products via hypertext links.

10. Use of the Products

10.1 The Reseller shall use the Products and the Licensed Materials in accordance with all laws and regulations applicable to the Reseller.

10.2 It shall be the responsibility of the Reseller to ensure that its terminals and other associated equipment are compatible with the requirements of the Products and the Reseller shall pay all relevant charges associated with such hardware, equipment or other network components of Reseller.

10.3 The Reseller shall ensure that any copies of the Licensed Material are deleted from its equipment before disposal of the equipment.

11. Data Protection

11.1 Each party shall comply with all data protection and privacy regulations applicable to it in respect of any personally identifying information relating to any individual (‘personal data’) contained in the Licensed Materials. The Reseller may make no use of such personal data except as expressly authorized by the Product or by applicable law.

12. Termination

12.1 Without prejudice to any other right or remedy which may be available to it SUPPLIER may terminate the Order immediately if:

(a) the Reseller is in breach of clause 3 above;
(b) the Reseller fails to make any payment to SUPPLIER within 90 (ninety) days of the due date or is otherwise in breach of the Order and fails to remedy such breach within 90 (ninety) days after written notice from SUPPLIER specifying the breach and requiring it to be remedied; or(c) the Reseller at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business.

12.2 Upon termination for any reason the licenses granted SUPPLIER will cease to make the Products available to the Reseller, all indebtedness of the Reseller to SUPPLIER shall become immediately due and the Reseller will forthwith return to SUPPLIER all documentation relating to the Products.

12.3 SUPPLIER shall additionally be entitled to suspend supply of the Products to the Reseller if it reasonably suspects that the Reseller is in breach of these terms and conditions and may impose a reasonable charge to the Reseller for restoring the Products.

13. General

13.1 The Reseller may not assign (including in connection with the acquisition of any equity interest of Reseller of greater than 25 percent (25%)), transfer, mortgage, charge or part with any of its rights, duties or obligations under the Order to any third party without the prior written consent of SUPPLIER. Any purported assignment will be null and void.

13.2 The order form and these terms and conditions override or supersede any terms of conditions emanating from the Reseller and all or any prior promises, representations, understandings, agreements or arrangements oral or written, express or implied, between the parties at any time

relating to the supply of the Product and no alteration or amendment shall be effective unless made in writing and signed by a truly authorized signatory of the Reseller and SUPPLIER.

13.3 Failure by SUPPLIER to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, shall not be construed as a waiver of its rights under the Order or otherwise.

THIRD PARTY DATA TERMS AND CONDITIONS APPLICABLE FOR IBAN.com

1. VocaLink Limited

UK Clearing Code information contained in this product is obtained from the Extended Industry Sorting Code Directory (EISCD) provided by VocaLink Limited. All property rights (including, but not limited to, intellectual property rights) of the EISCD, Sorting Code, and Sorting Code Data are vested in UK Payments Administration Limited, which it holds on behalf of its Member Institutions.

Supplier:	**GW Solutions LTD.**	**Reseller:**	_____
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Date:	_____	Date:	_____