

### Overview

InterSystems API Manager Add-On Products, IAM and IAM Extension (the Add-On Products), enables InterSystems Customers to create, document, and manage APIs in a secure development environment.

### Third-Party Vendor

The Add-On Products contain software owned by Kong Inc. They are made available to InterSystems Customers pursuant to an OEM License Agreement between Kong Inc. and InterSystems.

### Prerequisites

The Add-On Products may only be added to the following InterSystems products:

InterSystems IRIS Server, Advanced Server, Entree, Elite, or Enterprise

InterSystems HealthShare Health Connect

### License Type

The Add-On Products are licensed on an annual subscription basis. A “**Subscription License**” includes the right to use the Add-On Product and to receive limited support from InterSystems during the paid period.

### Restrictions

IAM may be used only for the internal use of the end user to manage the API traffic of the underlying InterSystems product licensed by the Customer (the Underlying InterSystems Product).

IAM Extension may be used only for the internal use of the end user and may only be used in conjunction with the associated Underlying InterSystems Product. API Extension is not restricted to the API traffic of the Underlying InterSystems Product, but it is subject to the License Size below.

### License Size

An Add-On License for IAM Extension is limited to 10 Service Endpoints and 100 million API Calls per year.

“**Service Endpoint**” is a service object in IAM Extension, meaning an abstraction of an upstream service. Examples of a Service Endpoint would be a data transformation microservice or a billing API.

“**API Call**” means either 1) an application programming interface call to IAM Extension, or 2) a communication between any endpoint software (connected to IAM Extension) and IAM Extension, where information passes between such endpoint software and IAM

Extension.

## **Support**

InterSystems provides front-line support to licensees of Add-On Products who have a valid Subscription License. All technical or engineering level support shall be referred to Kong Inc.

## **Termination**

Unless provided otherwise in the License Profile, the Add-On License terminates upon the termination of the end user's license or other right to use the Underlying InterSystems Product.

## **Add-On License Agreement**

Add-On Products are offered and made available pursuant to an Add-On License Agreement, which incorporates these terms by reference. The Add-On License Agreement contains additional terms and conditions applicable to the licensing, use and support of the Add-On Product. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Add-On License Agreement. Add-On Product is delivered with a license key that restricts the size and scope of the Add-On License. The license key may not be copied nor may the restrictions contained therein be circumvented in any way without the express written permission of InterSystems.

## **U.S. Government Use**

InterSystems provides the Add-On Product, which is commercial computer software and commercial computer software documentation, for United States federal government end use solely in accordance with the following: Government technical data and software rights related to these terms and conditions include only those rights customarily provided to the public as defined in these terms and conditions which are consistent with U.S. Federal law and meet the U.S. Government's needs. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a "need for" rights not conveyed under these terms, it must negotiate with InterSystems to determine whether there are mutually acceptable terms for licensing/transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. The license described in this clause is in lieu of, and supersedes, any other provisions or terms and conditions addressing the U.S. federal government's rights in the Add-On Product.

## **Payment Terms**

Applicable Add-On license fees must be paid in advance for a 1-year period and are non-refundable. Payment is due within 30 days of the InterSystems invoice date.

## **Changes**

InterSystems may update these terms from time to time upon posting such modified terms at the same URL. You are encouraged to check this URL on a regular basis. Upon posting such update, these terms shall be considered amended and restated

without further action by either Party.

Notwithstanding the foregoing, InterSystems shall not materially increase your responsibilities nor materially diminish its responsibilities hereunder without providing at least 30 days' prior notice to you. In addition, InterSystems shall endeavor to notify customers (which notice may be provided by email) of pricing changes at least 90 days prior to the effective date of a change in the license fees.