

Schedule 6

EFETnet Software

This Schedule supersedes the previous Schedule 6 of the General Terms and Conditions and redefines the following terms as shown for clarity in the graphical diagram (see after this text). If there are any discrepancies between the text and the graphical diagram, the text as provided here shall prevail over any interpretation of the diagram.

1. The “**Ponton X Suite**” is redefined to comprise:
 - “**Ponton X/P**”, being XML messaging software that is used to transfer XML documents between business partners according to the ebXML Messaging Service standard 2.0 (among other open standards for secure and reliable messaging such as AS1 and AS2);
 - “**Ponton X/D**”, being an XML/database transformation tool developed by Ponton;
 - “**Ponton X/E**”, being a visual XML Editor that is used in connection with Ponton X/P to create and view XML documents; and

Note that “**Ponton X/M**” has been intentionally removed from the set of components that comprise the “Ponton X-Suite”.

This first set of components is the intellectual property of Ponton Consulting, sublicensed by EFETnet and comprising a part of the EFETnet Software.

2. The “**EFET Box+**” is redefined to comprise:
 - The “**EFET Box+ Common Services**” itself, further comprising the following functionalities:
 - *Graphical user interface (GUI)*, allowing the interaction of the user with the EFET Box+
 - *Reporting engine* for the visualisation of trade confirmations, position documents, matches, etc, as described in the Specification(s).
 - *Dispatcher and process engine*, based on the JBOSS JBPM software or suitable follow-up frameworks, implementing the EFET Process(es), being a server component which implements the process and matching logic described in the EFET Standard(s);
 - *User administration and configuration module*, allowing the administration of user rights and the configuration of the EFET Box+.
 - “**EFET Box+ Module(s)**” being server components which implement the various EFET Box+ Matching Logic (eCM, ePM, and other future

logic) and other bespoke logic not necessarily tied to matching and comprise:

- ECM Module, implementing the electronic Confirmation Matching standard (eCM) as described in the EFET eCM Standard(s)
- EPM Module, implementing the electronic Position Matching standard (ePM) as described as described in the EFET ePM Standard(s)
- Future Module(s) that may be described in the EFET Standards or may from time to time be included within the EFET Standards at the discretion of EFET and which at the sole discretion of EFETnet may be implemented by Ponton.

This second set of components - EFET Box+ Common Services and EFET Box+ Module(s) - is the intellectual property of EFETnet.

Collectively, the Ponton X Suite and the EFET Box+ is be referred to as the “**EFETnet Software**”.

The “**EFETnet Software Environment**” is neither the intellectual property of EFETnet nor of Ponton and is defined as comprising components that are required in order to provide the technical environment in which the EFETnet Software can function. The components are described in Schedule 5 (System Requirements) of the General Terms and Conditions.

3. The EFETnet Software Environment

The components of the EFETnet Software Environment are either obtained/ provided by the Licensed User in the operations environment, or – and in consensus between EFETnet and Ponton - are procured and packaged with the EFETnet Software on a no-fee basis for open source software by Ponton for testing and evaluation purposes. The components are:

- Hardware Server(s)
- Operating System(s)
- Fileserver(s)
- Databases(s)
- Firewall(s) and other networking components
- Mail Server(s)
- And other infrastructure components which – even though they are not specifically adapted to the EFETnet Software - can be used by other software installations; yet are necessary for the functioning of the EFETnet Software.

For the avoidance of doubt, the EFETnet Software Environment does not form part of the EFETnet Software.

Diagram for Side Letter to SDLA - Separation of Intellectual Property Rights (IPR) between EFETnet and Ponton – before (left) and after the Side Letter coming into effect (right)

