



LIBRYO CHANNEL PARTNER AGREEMENT

Please read through the entire Agreement carefully. The Cover Page along with the Libryo Channel Partner Terms set out below (collectively this Agreement), govern the legal relationship between Libryo Ltd (Libryo or us) and the individual or entity (Partner or you) which has identified itself on the Cover Page.

COVER PAGE

The purpose of this Cover Page is to clearly set out all the important, relationship-specific, commercial details which relate to you as our Partner in the context of this Agreement.

This Agreement is entered into by and between Libryo (Ltd) (**Libryo**) and the entity or individual specified on the Cover Page (the **Partner**).

Partner Details	
Name, address and registration / ID number	[insert registered name], incorporated in terms of the company laws of [insert country], under registration / company number [insert], with its registered address at [insert registered address].
Address for Notices	[postal address] [email address]
Partner Representative:	[insert name] Email: [insert] Phone: [insert]
Libryo Details	
Name, address and registration number	Libryo Limited, incorporated in terms of the company laws of England and Wales under company number 10007737, with its registered address at 100 Avebury Boulevard, Milton Keynes, MK9 1FH, United Kingdom, and operating from 1 Old Street Yard, London, EC1Y 8AF.
Address for Notices	100 Avebury Boulevard, Milton Keynes, MK9 1FH, United Kingdom Email: notices@libryo.com
Commencement and Duration	

Commencement Date:	This Agreement will commence on the Signature Date, being the date on which the last Party signs this Agreement
Duration	This Agreement shall continue in force from the Commencement Date and will remain in effect unless or until terminated by either Party in accordance with clause 14.
Partner License	
Territory	Global
Referral Commissions and Sales Discounts	
Referral Commissions for Qualifying Referrals	Refer to the table set out in Schedule A - <i>Referral Commissions and Trade Discounts</i> .
Trade Discounts for Qualifying Sales	Refer to the table set out in Schedule A - <i>Referral Commissions and Trade Discounts</i> .

In consideration of the mutual promises contained in this Agreement, Libryo and the Partner agree to all terms set out in this Agreement, effective as of the Commencement Date set out above.

Defined terms used in this Agreement with initial letters capitalized have the meanings given in clause 21 below.

Signatures:

SIGNED at _____ on this the _____.

For and on behalf of:

Signatory:

Who warrants his authority hereto

SIGNED at _____ on this the _____.

For and on behalf of LIBRYO LTD

Signatory:
Who warrants his authority hereto

Signatory:
Who warrants his authority hereto

LIBRYO CHANNEL PARTNER TERMS

1 INTRODUCTION

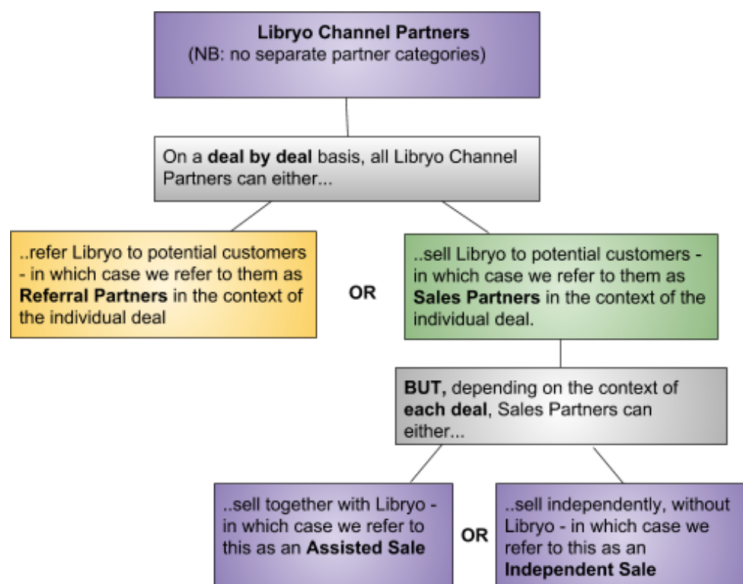
The purpose of this clause is to provide you with the context and reasons which explain why we are entering into this Agreement with one another.

- 1.1 Libryo is the owner and operator of the Libryo Platform, through which it provides the Libryo Services.
- 1.2 The Partner wishes to become a Libryo Channel Partner and promote, market and advertise the Libryo Services with a view to referring and/or selling the Libryo Services to potential Customers.
- 1.3 Libryo has approved the Partner to be a Libryo Channel Partner. The Parties are therefore entering into this Agreement to regulate and record this relationship.

2 PARTNER STRUCTURE AND DEAL CLASSIFICATION

The purpose of this clause is to explain how we classify the different types of deals. These classifications are important as there are different requirements and benefits attached to each.

Figure 1 - Overview of the Libryo Channel Partner structure



- 2.1 Subject to the terms and conditions set out in this Agreement, Libryo grants the Partner the right to act as a Referral Partner and/or Sales Partner of the Libryo Services, in each instance, as determined on a deal by deal basis.

- 2.2 Where the Partner is a Referral Partner in respect of an individual deal with a Customer, such Referral Partner will qualify for a Referral Commission on a Qualifying Referral as per Schedule A - *Referral Commissions and Trade Discounts*, payable in accordance with clause 10.
- 2.3 Where the Partner is a Sales Partner in respect of an individual deal with a Customer, the Partner can choose to sell the Libryo Services in one of the following ways -
- 2.3.1 together with Libryo (an **Assisted Sale**); or
- 2.3.2 independently, without assistance from Libryo (an **Independent Sale**).
- 2.4 Sales Partners qualify for different Trade Discounts on Qualifying Sales depending whether the sale was an Assisted Sale or Independent Sale in accordance with Schedule A - *Referral Commissions and Trade Discounts*, payable in accordance with clause 10.
- 2.5 All new Channel Partners will start from the default position of only being able to execute Referrals or Assisted Sales. Once a new Channel Partner has met the minimum criteria set out in the Partner Manual, Libryo may, in its sole and absolute discretion, grant the Partner the right to execute Independent Sales in any future deal in which they act as a Sales Partner.
- 2.6 Importantly, the Libryo Channel Partner classifications and related Referral Commissions and Trade Discounts are calculated on an individual deal basis each time the Partner enters into a new Qualifying Referral or Qualifying Sales deal. As such, each deal is treated as a new deal regardless of the previous or concurrent prospective or live deals which a Partner may have entered into or is likely to enter into with the same Customer. This means that the Referral Commissions and Trade Discounts do not accrue deal on deal, but are calculated for each separate deal each time.
- 2.7 Upsells are also treated as a new deals (where the Partner will refer or sell the Libryo Services either as a Referral Partner or Sales Partner) regardless of the previous or concurrent prospective or live deals to which they relate, which a Partner may have entered into or is likely to enter into with the same Customer. This means that the Referral Commissions and Trade Discounts do not accrue in respect of Upsells, but are calculated as a new, separate deal each time.

3 PARTNER LICENSE

This clause is important because it sets out the terms on which we grant you a License to act as Libryo Channel Partner. It also describes the limitations which apply to your use of your License.

- 3.1 Libryo grants the Partner a revocable, non-exclusive, non-transferable license (the **License**) to act as a Libryo Channel Partner in the Territory, strictly in accordance with the terms and conditions set out in this Agreement and subject to compliance with the Partner Manual.

- 3.2 In terms of the License, where the Partner acts as a Sales Partner, the Partner may sell the Libryo Services either as a standalone product or as part of a Partner Solution. The Partner acknowledges and understands that Libryo is not certifying nor endorsing, and has no obligation to either certify or endorse, any Partner Solution.
- 3.3 The License will be effective from the Commencement Date and shall terminate on the Termination Date unless otherwise terminated in accordance with the provisions of this Agreement.
- 3.4 The Partner must meet the Partner Criteria as a condition of continued authorisation under this Agreement.
- 3.5 Libryo may, in its sole discretion, upon giving 30 (thirty) days advance Notice to the Partner, remove any state, province, country or region from the Territory authorized in terms of the License, except that Libryo will not be required to provide Notice if necessary -
- 3.5.1 to address an emergency or threat to the security or integrity of Libryo;
- 3.5.2 to respond to claims, litigation or loss of license rights related to third party intellectual property rights;
or
- 3.5.3 comply with the law or requests of a government entity.
- 3.6 If Libryo removes any state, province, country or region from the Territory, the Partner will not open any new Partner Accounts for Customers located in such designated areas. However the Partner will not be required to close any Partner Accounts previously opened for Customers located in such areas, except where Libryo determines that it is necessary to comply with the law or requests of a government entity.
- 3.7 This Agreement only authorizes the Partner to refer or sell the Libryo Services directly to Customers. The Partner may only refer or sell the Libryo Services through an additional tier(s) of distribution in accordance with specific terms and conditions under a separate agreement with Libryo.
- 3.8 The rights granted to the Partner in terms of the License are non-exclusive, and as such, Libryo has the right to -
- 3.8.1 act itself as a seller of the Libryo Services, and
- 3.8.2 appoint third parties as Libryo Channel Partners in respect of the Libryo Services.
- 3.9 As a Libryo Channel Partner, the Partner may be given access to the Libryo Platform. In this regard the Partner agrees to comply with the User Terms. The Partner must continue to comply with the User Terms as a condition of continued authorisation under the License. Notwithstanding anything to the contrary in the User Terms, the Partner may only access and use the Libryo Services solely as necessary to comply with this Agreement and/or as necessary to create Partner Solutions.

4 PARTNER OBLIGATIONS

This clause sets out the obligations with which you must comply at all times. Compliance with these obligations is essential in order to enable you to successfully engage with Customers as a Libryo Channel Partner.

4.1 Partner Conduct

4.1.1 The Partner will at all times conduct its activities in a professional and competent manner, consistent with industry best practice. Without limitation, the Partner will -

4.1.1.1 comply with all applicable laws, regulations and orders of any government authority in its performance of this Agreement;

4.1.1.2 promote the Libryo Services in a manner that maintains the good name and reputation of both Libryo and the Libryo Services; and

4.1.1.3 not engage in any illegal, false or deceptive acts or practices with respect to its business activities.

4.2 Compliance with the Partner Manual

4.2.1 The Partner must at all times comply with requirements set out in the Partner Manual.

4.2.2 All of the provisions of the Partner Manual, any new edition of the Partner Manual, and any amendments to or revisions of the Partner Manual form part of this Agreement. The Partner acknowledges and agrees that the obligations set out in this Agreement are in addition to those set out in the Partner Manual. If however there is any conflict between the terms of this Agreement and a provision in the Partner Manual, the provisions of this Agreement will prevail.

4.2.3 The Partner will not make any copies of the Partner Manual without the Partner's prior written consent and upon termination of this Agreement, will return to Libryo or destroy all copies of the Partner Manual.

4.3 Partner Representative

The Partner shall designate an administrative contact or representative (the **Partner Representative**), who shall oversee the enforcement of the obligations of the Partner in terms of this Agreement and act as the primary contact for Libryo. The Partner shall notify Libryo of the name and contact details of the Partner Representative and shall notify Libryo of any changes to the Partner Representative or their contact details.

4.4 No Representations

The Partner will not make any representations, warranties or guarantees to Customers or any other third party with respect to the specifications, features, or capabilities of the Libryo Services on behalf of Libryo

or that are inconsistent with the information provided by Libryo to the Partner and/or Customer in relation to the Libryo Services.

4.5 **Customer Agreements**

4.5.1 Where the Partner acts as a Sales Partner in respect of each individual Qualifying Sales deal, the Partner must ensure that it puts in place an agreement with each respective Customer (the **Partner Customer Agreement**), which will govern each Customer's use of and access to the Libryo Services. The Partner will ensure that the terms and conditions of such Partner Customer Agreements -

4.5.1.1 are consistent with the terms of this Agreement as well as the Customer Terms; and

4.5.1.2 permit each of Libryo and the Partner to receive its rights and perform its obligations under this Agreement as well as the Customer Terms.

4.5.2 The Partner will include a clause substantially in the form of the following in its Partner Customer Agreements:

"By entering into this Agreement, you acknowledge that your use of the Libryo Services is subject to the Libryo Customer Terms and User Terms, which is a separate agreement between you and Libryo Ltd, current versions of which will be made available to you by Libryo."

4.5.3 Further, the Partner will ensure that Customers expressly agree to the Customer Terms and User Terms by ensuring that Customers -

4.5.3.1 click to accept an electronic form of the Customer Terms; or

4.5.3.2 sign an agreement with the Customer Terms attached,

each in a manner that is legally enforceable under, and in compliance with, the laws applicable to such Customers.

4.6 **Partner Accounts**

4.6.1 Where the Partner acts as a Sales Partner in respect of each individual Qualifying Sales deal, the Partner shall establish and maintain a Partner Account in accordance with the Partner Manual in respect of each such Customer. In addition to the commitments outlined in the Partner Manual, the Partner shall be responsible for -

4.6.1.1 periodically billing the Fees to the Customer in accordance with Libryo's standard billing practices and/or instructions from time to time;

4.6.1.2 actively managing the collection of Fees payable by the Customer and payment of the relevant amount to Libryo in accordance with Libryo's standard billing practices and/or instructions from time to time;

- 4.6.1.3 actively assisting Libryo in securing renewals of the Libryo Services in respect of each Qualifying Sales deal, in accordance with the terms and conditions set out in the Partner Customer Agreement and/or Customer Terms.

4.7 Partner Solution

- 4.7.1 the Partner in consultation with Libryo shall be responsible for designing the interface in respect of the integration of the Libryo Services with the Partner Solution.
- 4.7.2 Libryo will be responsible for providing all data necessary for the delivery of the Partner Solution and the Libryo Services through the Libryo API.
- 4.7.3 the Partner shall ensure the implementation of the integration of the Libryo Services, as designed by Libryo above, with the Partner Solution.
- 4.7.4 the Partner shall, supply usage and other data and statistics directly related to the use of the Libryo Services through the Partner Solution, and also meet with Libryo from time to time (as makes reasonable sense) in order to assist Libryo to improve the provision of all aspects of the Libryo Services as well as the user interface in respect of the Partner Solution.

4.8 Books and Records

Where the Partner is classified as a Sales Partner in respect of each Qualifying Sales deal, during the term of this Agreement and for 1 (one) year afterwards, the Partner will maintain complete and accurate books and records sufficient to verify its compliance with this Agreement. During the term of this Agreement and for 1 (one) year afterwards, the Partner will upon at least 10 (ten) Business Days prior Notice from Libryo, allow Libryo to audit these books and records to the extent necessary to verify the Partner's compliance with this Agreement.

5 LIBRYO CHANNEL PARTNER SUPPORT

This clause sets out the support you can expect from Libryo which is aimed at ensuring your success as a Libryo Channel Partner.

Libryo will make available, on loan to the Partner, a copy of the Partner Manual as well as all updates and amendments issued by Libryo from time to time. Libryo's additional Partner support commitments are set out in the Partner Manual.

6 ADVERTISING, PROMOTION AND MARKETING

This clause sets out your rights, obligations as well as the limitations which apply to you when you advertise, promote and market the Libryo Services.

- 6.1 The Partner represents, warrants, and covenants that -
 - 6.1.1 it will not hold itself out as an agent or representative of Libryo; and
 - 6.1.2 all Marketing Collateral will, in all material respects, comply with the Libryo Marketing Guidelines, the requirements of this Agreement, all applicable laws and with any sample approved by Libryo.
- 6.2 Where the Partner is classified as a Sales Partner in respect of a Qualifying Sale, the Partner will serve as a reference for Libryo and the Libryo Services by -
 - 6.2.1 allowing Libryo to use the Partner's name and logo in Libryo's Customer lists and marketing presentations; and
 - 6.2.2 if requested by Libryo, participating in a case study and press release that describes the Partner's use of and sale of the Libryo Services and includes supporting quotes from the Partner.
- 6.3 The Partner will not at any time disparage Libryo or its affiliates or any of their products or services (including the Libryo Services), or portray Libryo or its affiliates or any of their products or services (including the Libryo Services) in a false, competitively adverse or poor light.
- 6.4 The Partner will include the Libryo Marks (in one of the forms displayed in the Libryo Marketing Guidelines) in a clearly visible location on its web pages that describe the Partner Solution to indicate that the Partner Solution includes the Libryo Services. The Partner's use of the Libryo Marks must comply with the Libryo Marketing Guidelines.

7 INTELLECTUAL PROPERTY

This clause sets out each of our ownership rights in our respective intellectual property. It also provides that we grant one another limited rights and licenses to use one another's trademarks in very specific, limited circumstances.

- 7.1 **Ownership of Intellectual Property**
 - 7.1.1 The Partner acknowledges that Libryo is the owner of all rights of whatever nature in the Libryo Intellectual Property and that it has no claims of any nature to either the Libryo Platform, Libryo Services or to any element of the Libryo Intellectual Property.
 - 7.1.2 Libryo acknowledges that the Partner is the owner of all rights of whatever nature in the Partner Intellectual Property and that it has no claims of any nature to any element of the Partner Intellectual Property.
 - 7.1.3 The Parties will not do, cause or permit anything to be done which may adversely affect the Intellectual Property rights of the other. The Parties will bring to the attention of the other any infringement or threatened infringement of the Intellectual Property of the other which may come to their attention. The Partner will give all reasonable assistance to Libryo to enable the latter to further or defend its rights in the Libryo Intellectual Property.

7.1.4 Any changes or updates to the Libryo Intellectual Property by Libryo as result of any suggestions, comments and/or requests from the Partner, the Customer and/or Authorized Users shall form part of the Libryo Intellectual Property.

7.1.5 Any completely new and unique developments and/or products created by Libryo and the Partner together (**New Developments**), whether they form part of the Libryo Platform, Libryo Services and/or the Partner Solution, shall be owned equally between the Parties. The Parties shall have full rights to use and commercially exploit such New Development.

7.2 **License to use Proprietary Marks**

7.2.1 Subject to the terms and conditions of this Agreement, Libryo grants the Partner a non-transferable, non-exclusive right and license during the term of this Agreement to use the Libryo Marks in and on the Marketing Collateral only in accordance with the Libryo Marketing Guidelines and in the forms designated by Libryo as necessary to offer and sell the Libryo Services to Customers. This license is subject to the Partner's compliance with this Agreement. Libryo may revoke this license immediately upon Notice to the Partner of any non-compliance with the Libryo Marketing Guidelines. All rights not expressly granted to the Partner in this clause 7.2.1 with respect to the Libryo Marks are reserved by Libryo. The Partner will not state or otherwise give the impression that Libryo has certified or endorses any Partner Solution. All goodwill arising out of the Partner's use of the Libryo Marks will inure to the sole benefit of Libryo and its affiliates.

7.2.2 Subject to the terms and conditions of this Agreement, the Partner hereby grants Libryo a non-transferable, non-exclusive right and license during the term of this Agreement to use the Partner's Marks in connection with the activities described in clause 6.2, for purposes of providing information regarding Partner Solutions, and for purposes of obtaining Customer feedback. All rights not expressly granted to Libryo in this clause 7.2.2 with respect to the Partner Marks are reserved by the Partner. The Partner hereby releases and will not assert against Libryo or any of its affiliates any claim relating to any feedback provided by Customers relating to the Libryo Services.

8 **INDEMNITY**

This clause sets out the scope and bases for the indemnity which you agree to give to Libryo and which Libryo gives to you. Please read this clause carefully.

8.1.1 **Libryo Indemnity:** Libryo shall, at its own expense, indemnify, defend and hold harmless the Partner from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Libryo Service, as used in accordance with this Agreement, infringes such third party's valid patents, copyrights or trademarks, or misappropriates such third party's trade secrets, and shall indemnify the Partner from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such Claim(s). Libryo will have no liability for Claims or

Losses to the extent arising from (a) use of the Libryo Service in violation of this Agreement or applicable law, (b) use of the Libryo Service after Libryo notifies the Partner to discontinue use because of an infringement claim, (c) modifications to the Libryo Service not made by Libryo, or made by Libryo based on the Partner's specifications or requirements, (d) use of the Libryo Service in combination with any non-Libryo software, application or service including, without limitation, the integration or interface of the Libryo Service with any third party software or API, that has not been previously approved in writing by Libryo, or (e) services offered by the Partner unaffiliated with the Libryo Service, or revenue earned by the Partner for such services.

- 8.1.2 Infringement Remedy: If a Claim of infringement as set forth above is brought or threatened, Libryo shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will allow the Partner to continue using the Libryo Service without cost to the Partner; (b) to modify or replace all or portions of the Libryo Service, as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this Agreement. The rights and remedies granted to the Partner under this Clause 15 state Libryo's entire liability, and the Partner's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.
- 8.1.3 the Partner's Indemnity: the Partner shall, at its own expense, indemnify, defend and hold harmless and defend Indemnified Persons from and against any and all Claims: (a) alleging that any Partner Solution, service, application, associated data, or any trademarks or service marks, or any use thereof, infringes valid patents, copyrights or trademarks or misappropriates the trade secrets of a third party, or violates applicable law; (b) arising from the Partner's breach of any of the terms of this Agreement or violation of applicable laws; or (c) arising from the Partner's gross negligence or willful misconduct, and shall indemnify Libryo from and against liability for any Losses to the extent based upon such Claims.
- 8.1.4 In the event a party becomes aware of a Claim for which the other party may have an indemnification obligation, the indemnified party shall: (a) promptly notify the indemnifying party in writing of such Claim; (b) allow the indemnifying party to have sole control of its defense and settlement; provided, however, that the indemnifying party shall not enter into any settlement or compromise of any such Claim that imposes any liability or obligation on the indemnified party without the indemnified party's prior written consent, which consent shall not be unreasonably withheld or delayed; and (c) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. A party's indemnification obligations are expressly conditioned upon the indemnified party's compliance with this Clause 15, except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations, but such obligations shall be reduced to the extent of any damages attributable to such failure.

- 8.1.5 the Partner further indemnifies and holds harmless each Indemnified Person from and against any and all Losses and Expenses any Indemnified Person incurs as a result of any third-party claim relating to –
- 8.1.6 a Partner Solution (except to the extent caused by the Libryo Services);
- 8.1.7 referrals or sales of the Libryo Services in a manner not authorized by this Agreement;
- 8.1.8 a breach by the Partner of any of its obligations, representations or warranties under this Agreement;
- 8.1.9 a violation by the Partner's Customers or Authorized Users of any law, rule or regulation pertaining to the performance of this Agreement;
- 8.1.10 false or misleading sales, marketing or promotional materials, terms, warranties or related information regarding the Libryo Services provided by the Partner, or the Partner's failure to meet any promises, warranties, policies or guidelines that it provides in relation to the Libryo Services, especially in relation to collaboration for the production of Content which forms part of a New Development, as regulated by the relevant Extension Agreement, where such Content is alleged to be or is defective in any way;
- 8.1.11 the infringement or misappropriation of any intellectual property rights of any third party by any promotional or marketing materials developed or created by or on behalf of the Partner;
- 8.1.12 taxes, fees, interest or penalties imposed on Libryo as a consequence of referrals and /or sales of the Libryo Services by the Partner; and/or
- 8.1.13 a dispute between the Partner and any Customer and/or Authorized User.
- 8.1.14 The indemnified party will promptly notify the indemnifying party of any claim subject to clause 8.1, but if the indemnified party fails to promptly notify the indemnifying party, this will only affect the Partner's obligations under clause 8.1, to the extent that Libryo's failure prejudices the Partner's ability to defend the claim.
- 8.1.15 The indemnifying party may use legal counsel of its own choosing to defend against any claim and settle the claim as the indemnified party deems appropriate, provided that the indemnifying party obtains the indemnified party's prior written consent before entering into any settlement. Libryo may also participate in the defense of the claim at its own expense.
- 8.1.16 The indemnity provided by Libryo to the Partner shall be limited to the amount invoiced by Libryo to the Partner in terms of this Agreement during the 12 months preceding the occurrence of the event requiring indemnification.
- 8.1.17 The indemnity provided by the Partner to Libryo shall be limited to the amount invoiced by the Partner to its Customers during the 12 months preceding the occurrence of the event requiring indemnification.

9 DISCLAIMER

This paragraph sets out the basis and scope of Libryo's disclaimer in relation to the provision of the Libryo Platform and the Libryo Services. Please read this carefully.

- 9.1 EXCEPT AS OTHERWISE STATED IN THIS CLAUSE 9, THE LIBRYO SERVICES ARE PROVIDED TO THE PARTNER AND TO CUSTOMERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIBRYO DOES NOT WARRANT OR REPRESENT THAT THE PARTNER'S OR CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET THE PARTNER'S OR CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR ANY DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND THE PARTNER'S OR CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY LIBRYO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LIBRYO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE PARTNER'S OR CUSTOMER'S USE OF THE LIBRYO SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. THE PARTNER OR CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE PARTNER'S OR CUSTOMER'S PURPOSES.
- 9.2 THE PARTNER ACKNOWLEDGES AND AGREES THAT:
- 9.2.1 THE CONTENT IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO BE A DEFINITIVE OR COMPLETE STATEMENT OF THE LAW ON ANY GIVEN SUBJECT;
- 9.2.2 THE CONTENT DOES NOT ADDRESS A CUSTOMER'S OR ANY THIRD PARTY'S INDIVIDUAL REQUIREMENTS WITH RESPECT TO THE RULES, LAWS, REGULATIONS, AND ACCEPTED PRACTICES OF ANY PARTICULAR JURISDICTION, TERRITORY, OR LOCATION THAT THE PARTNER OR A CUSTOMER MAY OR MAY NOT OPERATE OR REQUEST LIBRYO SERVICES, THE PARTNER/LIBRYO PARTNER SERVICES, OR CONTENT FOR, AND IS NOT TAILORED TO ANSWER ANY SPECIFIC QUESTION OR SET OF FACTS RAISED BY A CUSTOMER OR ANY THIRD PARTY;
- 9.2.3 ANY OF THE CONTENT MAY BE OUT OF DATE AT ANY GIVEN TIME;
- 9.2.4 THE LIBRYO PLATFORM AND THE CONTENT MAY BE ADDED TO, REMOVED, UPDATED OR OTHERWISE CHANGED AT ANY TIME WITHOUT NOTICE TO THE PARTNER; AND
- 9.2.5 LIBRYO DOES NOT GUARANTEE OR GIVE ANY WARRANTY, REPRESENTATION OR UNDERTAKING (WHETHER EXPRESS OR IMPLIED) AS TO THE ACCURACY, CURRENCY OR COMPLETENESS OF THE CONTENT.
- 9.3 THE PARTNER ACKNOWLEDGES AND AGREES THAT -

- 9.3.1 IT HAS NO EXPECTATION AND HAS RECEIVED NO ASSURANCES THAT ITS BUSINESS RELATIONSHIP WITH LIBRYO OR ITS AFFILIATES WILL CONTINUE BEYOND THE TERM OF THIS AGREEMENT, THAT ANY INVESTMENT BY IT IN CONNECTION WITH THIS AGREEMENT WILL BE RECOVERED OR RECOUPED, OR THAT IT WILL OBTAIN ANY ANTICIPATED AMOUNT OF PROFITS; AND
- 9.3.2 IT WILL NOT HAVE OR ACQUIRE BY VIRTUE OF THIS AGREEMENT OR OTHERWISE, ANY VESTED, PROPRIETARY OR OTHER RIGHT IN THE PROMOTION OF ANY SERVICES PROVIDED BY LIBRYO OR ITS AFFILIATES OR IN ANY GOODWILL CREATED BY ITS EFFORTS.

The Partner acknowledges and agrees that (i) identification of [Content / laws and regulations] that are relevant to Customers business are determined by Libryo based on information submitted by the Customer to Libryo, (ii) the Partner and Customers will not rely on the Content for the purposes of fulfilling their legal and regulatory obligations, and (iii) Libryo is not liable for failing to identify any [Content / laws and regulations] that do apply to Customer's business.

10 PAYMENT OF REFERRAL COMMISSIONS AND TRADE DISCOUNTS

This clause sets out the details and payment terms relating to Referral Commissions and Trade Discounts.

10.1 Referral Partners

10.1.1 Qualifying Referrals

10.1.1.1 **Qualifying Referral** means a referral of the Libryo Services by the Partner which is -

10.1.1.1.1 referred by the Partner to Libryo in accordance with the procedure described in clause 10.1.2 below; and

10.1.1.1.2 in respect of a Customer of whom Libryo has no record in connection with Libryo Services, or who is not, at the time referred to Libryo by the Partner, in any contractual relationship or ongoing negotiations with Libryo in connection with the Libryo Services; and

10.1.1.1.3 accepted by the Customer as confirmed by its -

10.1.1.1.3.1 acceptance of the Customer Terms; and

10.1.1.1.3.2 payment of the Setup Fee.

10.1.1.2 In certain instances Libryo may, in its sole and absolute discretion, agree in writing that a referral of the Libryo Services by the Partner shall be deemed to be a Qualifying Referral notwithstanding that such referral does not meet the prescribed criteria as set out in clause 10.1.1.1 above.

10.1.2 Referral Procedure

Each Referral shall be referred to Libryo by the Partner in accordance with the procedures outlined in the Partner Manual. Libryo shall be responsible for the sales process to all Referrals, subject to the Partner's continued good-faith cooperation in promoting the sales process until the referral becomes a Qualifying Referral.

10.1.3 Referral Commission

10.1.3.1 Libryo shall collect all Fees from Qualifying Referral Customers for the Libryo Services directly from such Customers.

10.1.3.2 Upon a referral becoming a Qualifying Referral, the Partner will invoice Libryo and Libryo, shall within 30 (thirty) days of receiving the Setup Fee from the Customer (which has cleared into its account), pay the Partner the Referral Commission in accordance with Schedule A - *Referral Commissions and Trade Discounts*.

10.1.3.3 The Referral Commission for a Qualifying Referral shall be calculated at time of payment based on projected ARR of Qualifying Referral Fees.

10.1.4 Associated Charges

The Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Commission, and the Partner shall indemnify, defend and hold Libryo harmless from and against any claims arising out of or relating to all charges emanating from Libryo's payment of Referral Commission.

10.2 Sales Partners

10.2.1 Qualifying Sale

10.2.1.1 **Qualifying Sale** means either an Assisted Sale or Independent Sale of the Libryo Services by the Partner which is -

10.2.1.1.1 sold by the Partner to a Customer in accordance with the procedure described in clause 10.2.3 below;

10.2.1.1.2 in respect of a Customer of whom Libryo has no record in connection with the Libryo Services, or who is not, at the time of the sale by the Partner, in any contractual relationship or ongoing negotiations with Libryo in connection with the Libryo Services;

10.2.1.1.3 accepted by the Customer as confirmed by its -

10.2.1.1.3.1 acceptance of the Customer Terms; and

10.2.1.1.3.2 payment of the Setup Fee.

10.2.1.2 In certain instances Libryo may, in its sole and absolute discretion, agree in writing that a sale of the Libryo Services by the Partner shall be deemed to be a Qualifying Sale notwithstanding that such referral does not meet the prescribed criteria as set out in clause 10.2.1.1 above.

10.2.2 **Sale Procedure**

Each Assisted Sale and Independent Sale shall be executed by the Partner in accordance with the procedures outlined in the Partner Manual.

10.2.3 **Trade Discounts**

10.2.3.1 The Partner shall collect all Fees from Qualifying Sales Customers for the Libryo Services directly from such Customers.

10.2.3.2 Upon an Assisted Sale or Independent Sale becoming a Qualifying Sale, Libryo will invoice the Partner and the Partner shall immediately, following receipt of the Setup Fee from the Customer, pay Libryo the Setup Fee less the value of the Trade Discount, in accordance with Schedule A - *Referral Commissions and Trade Discounts*, if any. The Trade Discount may not be combined with any other discount or promotion.

10.2.3.3 The Trade Discount for a Qualifying Sale shall be calculated at the time of payment based on projected ARR of Qualifying Sales Fees.

10.2.4 **Associated Charges**

The Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Trade Discount, and the Partner shall indemnify, defend and hold Libryo harmless from and against any claims arising out of or relating to all charges emanating from the calculation and/or payment of the Trade Discount.

10.3 **Creation of New Content**

In certain instances where a Customer requests that the Libryo Services contain Content which does not, at the time of request, exist on the Libryo Platform, the Partner acknowledges and agrees that, prior to providing the Customer with a proposal, the Partner and Libryo will agree, in writing, on the scope and content of such proposal as well as whether different Referral Commission and/or Trade Discounts will apply in respect of such Qualifying Referrals and/or Qualifying Sales in the circumstances.

10.4 All sums due to Libryo under this Agreement are exclusive of Value Added Tax (VAT) (if any), which shall be charged in accordance with the relevant legislation and regulations in force at the time of making the relevant taxable supply.

10.5 All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding other than as required by law. Where any deduction or withholding is required by law, the

Partner shall pay to Libryo such additional sum as may be required in order that the net amount actually received and retained by Libryo (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by Libryo had no such deduction or withholding been required to be made. The Partner shall not be entitled to assert any credit, set-off or counterclaim against Libryo in order to justify withholding payment of any amount payable to Libryo in whole or in part.

11 WARRANTIES

This clause sets out the warranties which the Parties give to one another. It further clarifies that the provisions of this Agreement are in place of any implied warranties, terms, provisions or the like, regardless of their source.

- 11.1 Each Party represents and warrants to the other that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and that the Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 11.2 The provisions of this Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by Libryo to the maximum extent permitted by law.

12 CONFIDENTIALITY

This clause sets out the obligations which the Parties have to one another in respect of Confidential Information. This clause also describes the exceptional circumstances under which each of the Parties may disclose the Confidential Information of the other, including any notices or prior permissions required in the circumstances.

- 12.1 Subject to clauses 12.5 and 12.6, no Party shall make any announcement or statement about the Agreement or its contents without first having obtained the other Parties' prior written consent to the announcement or statement and to its contents, provided that such consent may not be unreasonably withheld.
- 12.2 Each Party shall at all times keep in confidence any Confidential Information of any other Party that it may acquire for the purposes of or in connection with the Agreement and shall not use or permit the use of such information for any other purpose and shall not disclose such information to any third party.
- 12.3 The Parties also agree, subject to the provisions of clauses 12.5 and 12.6, to keep the existence and contents of the Agreement confidential among themselves, and each Party accordingly undertakes to the others not to disclose the existence or any of the contents of the Agreement to any third party, without the prior written consent of the other Parties.

- 12.4 Each of the Parties shall use reasonable endeavors to procure that its officers, employees and agents observe a corresponding obligation of confidence to that set out in clauses 12.1, 12.2 and 12.3.
- 12.5 Each Party may disclose the other Party's Confidential Information -
- 12.5.1 to its holding companies, employees, officers, representatives and advisers who need to know such information for the purposes of exercising the Party's rights or the carrying out of its obligations in each case under or in connection with the Agreement, provided that each Party shall procure that persons to whom it discloses the other party's Confidential Information in accordance with this clause 12.5.1 comply with this clause 12;
- 12.5.2 in the case of the Content, in accordance with the License;
- 12.5.3 if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 12; and
- 12.5.4 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, Notice shall be given to the other Party of such required disclosure and the Party making such disclosure shall use reasonable endeavors to procure and enforce confidentiality undertakings in its favor from the relevant third party.
- 12.6 Libryo may disclose Confidential Information to –
- 12.6.1 a prospective purchaser of, or subscriber for, shares or other securities in Libryo or any holding company of Libryo; and
- 12.6.2 a prospective investor or lender to Libryo or any holding company of Libryo.
- 12.7 The Partner agrees that disclosure of the Content in accordance with the License does not cause the Content to be in the public domain or otherwise permit any other disclosure or use of the Content not expressly permitted by the License.
- 12.8 Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.
- 12.9 Neither Party shall –
- 12.9.1 refer to the other Party in any journal, magazine or other publication (whether online or otherwise); or
- 12.9.2 use the other Party's name or logos (including any trade marks) in any advertising or publicity material, including on the Libryo Platform,
- in each case without the prior written consent of the other Party.

13 DATA PROTECTION

This clause sets out the obligations of each of the Parties in relation to the relevant Data Protection Legislation.

- 13.1 Each of the Parties shall be considered to be a controller in respect of Personal Data disclosed and processed in connection with the Agreement and each of the Parties shall comply with its obligations as a controller under the Data Protection Legislation in respect of Personal Data processed by it in connection with the Agreement.
- 13.2 The Parties shall (and shall procure that any member of the their respective company groups shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for them to disclose Personal Data to each other for the purposes described in this clause 13.
- 13.3 Libryo shall only use or disclose Personal Data received from the Partner in accordance with Libryo's Privacy Policy.
- 13.4 The Parties shall implement appropriate technical and organizational measures to maintain the security of the Personal Data and prevent unauthorized or unlawful access to, or processing of, or any accidental loss, destruction or damage to the Personal Data.
- 13.5 The Partner shall notify Libryo without undue delay:
 - 13.5.1 upon receiving a Personal Data access or other request from a data subject in respect of their Personal Data, or if it receives any other claim, complaint or allegation relating to the processing of the Personal Data by Libryo; and
 - 13.5.2 upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in the Partner's possession or control,and in each case each Party shall cooperate with the other in handling such event and provide reasonable assistance to the other in the discharging of its duties under the Data Protection Legislation.
- 13.6 Upon the reasonable request of the other, each Party shall provide such information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under Data Protection Legislation.

14 TERM AND TERMINATION

This clause sets out the duration of the Agreement. It also sets out the terms on which this Agreement may be terminated by either Party, including the notice periods which apply in the circumstances.

- 14.1 Subject to clause 14.2, these Libryo Channel Partner Terms shall continue in force from the Commencement Date and will remain in effect unless or until terminated by either Party in accordance with this clause 14.
- 14.2 Either Party may terminate this Agreement for any reason by providing the other Party not less than 90 (ninety) days advance Notice.
- 14.3 Libryo shall be entitled (without prejudice to its other rights) to terminate this Agreement, with immediate effect (or at such other date as may be specified in the Notice), by giving Notice to the Partner if -
- 14.3.1 (i) the Partner becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent, or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Partner, or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the Partner or over all or any part of the assets of the Partner, or (iv) the Partner enters into or proposes any composition or arrangement with its creditors (or any class of its creditors) generally, or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction; or
- 14.3.2 (i) the Partner commits a criminal offense or engages in any unlawful or unfair business practice; (ii) there is a material change in or transfer of the Partner's management, ownership, control or business operations, or the Partner becomes affiliated, through common management, ownership, or control, with any entity that is unacceptable to Libryo; (iii) The Partner's actions expose or threaten to expose Libryo to any liability, obligation, or violation of law; (iv) Libryo determines that the use of the Libryo Services by the Partner, Customers or Authorized Users, or Libryo's provision of any of the Libryo Services to the Partner, Customers or Authorized Users has become impractical or unfeasible for any legal or regulatory reason; (v) the Partner challenges the validity or subsistence of any Intellectual Property licensed to it by Libryo under this Agreement, or (vi) in order to comply with applicable law or requests of governmental entities.
- 14.4 Each Party shall be entitled (without prejudice to its other rights) to terminate this Agreement by giving Notice to the other party (the **Relevant Party**) if the Relevant Party commits a material breach of this Agreement which is not capable of remedy or, in the case of a remediable breach, fails to remedy the breach within 30 (thirty) days of receipt of the other party's Notice to do so, and any such termination shall take effect either immediately or at such other date as may be specified in the Notice.

15 CONSEQUENCES OF TERMINATION

The purpose of this clause is to set out the implications of the termination of this Agreement. It also sets out which of the provisions of this Agreement will survive termination.

- 15.1 Upon any Notice of termination under clause 14,

- 15.1.1 the Partner will not open any new Partner Accounts; and
- 15.1.2 the Partner will immediately provide to Libryo the name and contact information (including email address and telephone number) of each Customer and any other account or other pertinent details for each Customer, in order to allow Libryo to contact Customers to help ensure a smooth transition of Partner Accounts post-termination consistent with the transition plan established pursuant to clause 15.3 below,

provided that, in each case, if Notice of termination is delivered under clause 14.4, clause 15.1.2 will continue to apply until the defaulting party has, prior to the Termination Date, cured the material default or breach pursuant to clause 14.4, in which case, clause 15.1.2 will not apply.
- 15.2 Upon the Termination Date -
 - 15.2.1 all of the Partner's rights under this Agreement will immediately terminate;
 - 15.2.2 the Partner shall ensure that all of its Authorized Users who have been given access to the Libryo Platform for the purposes of this Agreement, immediately cease using their Login Details to access the Libryo Platform and the Content; and
 - 15.2.3 the Partner remains responsible for all fees and charges incurred by Partner Accounts through the date of termination.
- 15.3 The termination of this Agreement:
 - 15.3.1 shall not affect any provision of the Agreement which is expressly intended to survive or to operate in the event of the termination of this Agreement; and
 - 15.3.2 shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or in respect of any monies payable by one Party to the other in respect of the period prior to the Termination Date.
- 15.4 The Partner will use commercially reasonable efforts to provide affected Customers advance notice of termination of this Agreement. In the event of any termination the Parties will cooperate to develop a transition plan (including a schedule for transition) and the Partner will cooperate with Libryo to facilitate the orderly and seamless transition and migration of Customers from the Partner to Libryo or to another Libryo Channel Partner.
- 15.5 If this Agreement is terminated pursuant to clause 14.3, the parties will cooperate to develop the transition plan referred to in clause 15.3 at least 30 (thirty) days prior to the Termination Date.
- 15.6 If this Agreement is terminated pursuant to clause 14.4, Libryo may continue to provide the Libryo Services to Customers in accordance with this Agreement during the 30 (thirty) day period following the Termination Date, provided the Partner remains in compliance with this Agreement, the Parties agree on a transition plan, and Libryo has sufficient assurances and financial guarantees to ensure payment in accordance with this Agreement.

16 LIABILITY

This clause sets out the basis, scope and limitation of any liability which Libryo may incur. Please read this clause carefully.

- 16.1 Except for the payment obligations arising under clause 8, neither Party nor any of their affiliates or licensors will be liable to the other Party whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with the Agreement, even if a Party has been advised of the possibility of such damages, for any -
- 16.1.1 indirect, consequential or exemplary damages;
 - 16.1.2 loss of profits, sales or business, revenues, customers, opportunities, agreements or contracts, anticipated savings;
 - 16.1.3 loss or damage to goodwill;
 - 16.1.4 unavailability of any or all of the Libryo Services;
 - 16.1.5 investments, expenditures or commitments by the Partner relating to the use of or access to the Libryo Services;
 - 16.1.6 cost of procurement of substitute goods or substitute services;
 - 16.1.7 unauthorized access to Partner content or any any compromise, alteration or loss of Partner content; or
 - 16.1.8 cost of replacement or restoration of any lost or altered Partner content.
- 16.2 Except for the payment obligations arising under clause 8, the total aggregate liability of either Party and any of their respective affiliates or licensors arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the amounts paid by the Partner to Libryo under this Agreement during the 12 (twelve) month period before the liability arose.

17 BREACH

This clause sets out the agreed process timing and implications for each Party in the event of a breach of the Agreement by the other.

- 17.1 In the event of any Party (the **Defaulting Party**) remaining in breach of any term of the Agreement after having received 15 (fifteen) Business Days written notice to remedy such breach then the other Party (the **Aggrieved Party**) shall have the right, notwithstanding anything to the contrary contained in this Agreement, and without prejudice to any other rights the Aggrieved Party may have in law, to cancel this Agreement or to claim specific performance in terms of this Agreement.

18 DISPUTE RESOLUTION

This clause sets out the procedures available to the Parties in the event that a dispute, disagreement or claim arises between them.

- 18.1 Should any dispute, disagreement or claim arise between the Parties (the **Dispute**) concerning this Agreement, the Parties are obliged to attempt to resolve the dispute as set out below and may not initiate court proceedings, save as stipulated in 18.9 below.
- 18.2 The Parties shall first endeavor to resolve the dispute by negotiation.
- 18.3 In this regard, any one of the Parties shall be entitled to invite the other, in writing, to meet to attempt to resolve the dispute at a meeting to be held within 14 (fourteen) days after the date of invitation
- 18.4 If the dispute has not been resolved by negotiation within 14 (fourteen) days of such meeting of the Parties (which may be the first of a series of meetings), then either of the Parties may be permitted to refer the dispute to mediation.
- 18.5 Any Party shall be entitled to refer the dispute to mediation by delivering notice to the other Party stating that resolution of the dispute by negotiation has failed and that the dispute is to be referred to mediation.
- 18.6 The mediator shall be:
 - 18.6.1 agreed upon by the Parties or (in the event that the Parties fail to reach agreement as to the identity of the mediator within 7 (seven) days of referral of the dispute to mediation) then;
 - 18.6.2 a suitably qualified and experienced mediator (given the nature of the dispute) suggested by the International Chamber of Commerce.
- 18.7 The Parties shall use their reasonable endeavors to ensure that a mediator is agreed or appointed within 7 (seven) days of referral to mediation and that the mediation is held and concluded and a decision handed down within 30 (thirty) working days after the delivery of the referral to mediation.
- 18.8 Should the dispute remain unresolved after the parties have used their reasonable endeavors to resolve it by mediation, the dispute shall, if arbitrable in law, be finally resolved in accordance with the Rules of arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with said Rules.
- 18.9 A Party to this Agreement may institute court proceedings if:
 - 18.9.1 they are necessary for the protection of any rights pending the resolution of a negotiation and mediation or arbitration in terms hereof; or
 - 18.9.2 they are necessary to obtain relief where grounds justifying urgent relief exist.

19 NOTICES

The purpose of this clause is to provide the details of each of the Parties as well as the process and assumptions which apply in the event that one Party is required to give Notice to the other.

- 19.1 Any notice or notification from one party (**Sender**) to the other party (**Recipient**) given under the Agreement (**Notice**) must be in writing (which, save as set out in clause 19.2 below and for the purposes of sending a copy of the notice, excludes email), signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery or sending must be retained by the Sender. The details of the Parties for the purpose of Notices are as set out in the Cover Page (and each Party shall promptly notify the other in writing of any change from time to time).
- 19.2 For the purposes of clauses 3.5, 4.7 and 7.2, a Notice may be given by the Sender by sending an email to the Recipient. The details of the parties for the purpose of such email Notices are as set out in the Cover Page (and each party shall promptly notify the other in writing of any change from time to time).
- 19.3 Any Party may change their service address by delivery of a written notice to that effect to the service address of the other Parties. The change will be effective from the date of delivery.
- 19.4 Any Notice shall be deemed to have been served:
 - 19.4.1 if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
 - 19.4.2 if sent by recorded delivery or registered post, forty-eight hours from the date of posting (such date as evidenced by proof of postage kept by the Sender);
 - 19.4.3 if sent by registered airmail, five days from the date of posting (such date as evidenced by proof of postage kept by the Sender); or
 - 19.4.4 if sent by email and received by the server hosting the email address to which it is sent:
 - 19.4.4.1 between 9am and 5pm ("business hours") on a Business Day, when it is so received; and
 - 19.4.4.2 outside of business hours, at 9am on the next Business Day after it is so received.

20 GENERAL

The clauses that follow set out a number of general legal provisions which are commonly found in commercial agreements but are nevertheless important in order to clarify certain agreed principles between the Parties.

20.1 Variation

No variation or consensual cancellation of this Agreement shall be effective unless made in writing and signed by each of the parties or by their duly authorized representatives.

20.2 **Severance**

Each of the provisions of this Agreement operates separately. If any provision or part-provision of this Agreement is deemed invalid, illegal or for any reason unenforceable then that provision or part-provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions or part-provisions of this Agreement.

20.3 **Remedies Cumulative**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20.4 **No Partnership or Agency**

20.4.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the parties, constitute either party as agent for the other, nor authorize either party to make or enter into any commitments for or on behalf of the other.

20.4.2 Each Party reserves the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

20.5 **Force Majeure**

Except for payment obligations, neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20.6 **No waiver**

20.6.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default. For the purposes of this clause 4.5, "writing" shall include email or other data messages.

20.6.2 A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does it

prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

20.7 **Third Party Rights**

20.7.1 Save where expressly stated to the contrary in this Agreement, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

20.7.2 A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999, provided always that each Indemnified Person shall be entitled to assert and enforce their rights under this Agreement.

20.7.3 The Parties do not need the consent of any third party to vary any provisions of this Agreement or terminate this Agreement in accordance with its terms.

20.8 **Assignment**

20.8.1 Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other Party.

20.8.2 Notwithstanding clause 20.8.1, either Party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written approval of the other Party -

20.8.2.1 in connection with a merger, acquisition or sale of all or substantially all of its assets, or

20.8.2.2 to any affiliate or as part of a corporate reorganization.

20.8.3 Any assignment or transfer in violation of this clause 20.8 will be voidable by the non-assigning Party. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.

20.9 **Entire Agreement**

20.9.1 This Agreement constitutes the entire agreement between the Parties in regard to its subject matter.

20.9.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

20.9.3 Libryo will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by the Partner in any order, receipt, acceptance, confirmation, correspondence or other document.

20.10 **Governing Law and Jurisdiction**

20.10.1 This Agreement, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.

20.10.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including any non-contractual disputes or claims).

20.11 Counterparts

This Agreement may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

21 DEFINITIONS AND INTERPRETATION

There are a lot of terms which appear throughout this Agreement which are important for you (and us) to understand. This clause provides the definitions for those terms, as well as some of the rules of interpretation that apply.

21.1 For the purposes of this Agreement, unless the context requires otherwise, the terms below have the following meanings -

21.1.1 **Agreement** means this agreement between the Parties, which is recorded collectively in the Cover Page and these Libryo Channel Partner Terms (including the Schedules), and includes any amendments or updates from time to time.

21.1.2 **ARR** - means annual recurring revenue. In the context of this Agreement, this refers to the annual Subscription Fee for access to and use of the Libryo Platform and Libryo Services.

21.1.3 **Assisted Sale** has the meaning ascribed to it in clause 2.3.1.

21.1.4 **Authorized Users** means those persons granted access to the Libryo Platform by Libryo from time to time, as such group of persons may be amended or supplemented from time to time.

21.1.5 **Business Day** means any day (other than Saturdays or Sundays) on which banks in London are customarily open for business.

21.1.6 **Commencement Date** has the meaning set out on the Cover Page.

21.1.7 **Confidential Information** means any information concerning the business, affairs, customers, clients or suppliers of a Party, and in relation to Libryo includes the Content.

21.1.8 **Content** means all content, materials, text, publications, articles, documents, know-how, files, data and software from time to time contained or comprised in the Libryo Platform.

- 21.1.9 **Context** means all the factors and conditions, whether internal or external to a Customer, which determine the specific set of legal requirements that a Customer faces in a specific context. Contexts are a function of the legal jurisdictions in which a Customer operates as well as the type and nature of such operations. A Customer may have many different Contexts, and several corresponding Context specific sets of legal requirements.
- 21.1.10 **Cover Page** means the Cover Page to this Agreement, which forms part of this Agreement.
- 21.1.11 **Customer** means any organization or person subscribing for the Libryo Services pursuant to the Customer Terms, for its internal use and not for sale to a third party, as a result of the Partner successfully achieving a Qualifying Referral or Qualifying Sale.
- 21.1.12 **Customer Terms** means the -
- 21.1.12.1 the separate service agreement, together with the Deal Terms, entered into between Libryo, a Libryo Channel Partner (to the extent applicable) and a Customer; or
- 21.1.12.2 in the absence of such separate agreement, Libryo's standard Customer Terms together with the Deal Terms, entered into between Libryo, a Libryo Channel Partner (to the extent applicable) and a Customer,
- for subscription to the Libryo Services.
- 21.1.13 **Data Protection Legislation** means the EU General Data Protection Regulation 2016/679 (**GDPR**) together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject", "controller" and "process" (and its derivatives) shall have the meanings given to them in Data Protection Legislation.
- 21.1.14 **Deal Terms** means the terms entered into between the Customer and either Libryo and/or a Libryo Channel Partner (to the extent applicable), in which the deal-specific commercial details relating to the Customer Terms are recorded.
- 21.1.15 **Disbursements** means the disbursements incurred by the Partner and/or Libryo from time to time, while delivering the Libryo Services, particularly at the time of Setup and include things like travel, accommodation and subsistence expenses.
- 21.1.16 **Fees** means the fees payable by the Customer to Libryo in respect of the provision of the Libryo Services, the details of which are set out in the Deal Terms and Customer Terms and include, but are not limited to, the Setup Fee and the Subscription Fee.

- 21.1.17 **Indemnified Person** means Libryo, its holding companies and subsidiaries, and its and their officers, directors, employees, agents, licensors, suppliers and any third party information providers in respect of the Libryo Platform, the Libryo Services and related products and services.
- 21.1.18 **Independent Sale** has the meaning ascribed to it in clause 2.3.2.
- 21.1.19 **Libryo** means Libryo Limited, a company incorporated in England and Wales under company number 10007737.
- 21.1.20 **Libryo API** means the Application Programme Interface used by Libryo in making the Libryo Platform accessible to the Customer and Authorized Users.
- 21.1.21 **Libryo Channel Partner** means an organization or person who has entered into a Libryo Channel Partner Agreement with Libryo in terms of which such Libryo Channel Partner is authorized to act as a Referral Partner and/or Sales Partner of the Libryo Services, on a deal by deal basis.
- 21.1.22 **Libryo Channel Partner Terms** means these Libryo Channel Partner Terms (including any amendments or updates from time to time), which form part of this Agreement.
- 21.1.22.1 **Libryo Intellectual Property** includes, but is not limited to the designs, know-how, copyright, goodwill, trade dress, trademarks, trade secrets, patents, specifications and methods of operation owned or developed by Libryo in relation to the Libryo business, Libryo Platform and Libryo Services and, includes, without limitation, the Partner Manual, Marketing Collateral and the Libryo Marks.
- 21.1.22.2 **Libryo Marketing Guidelines** refers to the rules, guidelines, systems and processes, which form part of the Partner Manual, which the Partner is obligated to follow when marketing the Libryo Services to potential Customers.
- 21.1.22.3 **Libryo Marks** means any trademarks, service marks, service or trade names, logos and other designations of Libryo and its affiliates that Libryo may make available to the Partner in connection with this Agreement.
- 21.1.23 **Libryo Platform** means the cloud-based, SaaS, advanced legal information platform, which enables organizations to know and manage compliance with legal and other obligations in a Context specific manner. The Libryo Platform is produced and owned by Libryo. It is accessible from the subdomains of <http://Libryo.com> such as <http://my.Libryo.com> and any other URLs nominated by Libryo from time to time. Reference to the Libryo Platform also includes the Libryo API.
- 21.1.24 **Libryo Services** means access to the Libryo Platform and use of the Content, including the functionality provided therewith and the related products and services, as a Customer may subscribe for in accordance with the Customer Terms from time to time.

- 21.1.25 **License** has the meaning ascribed to it in clause 3.
- 21.1.26 **Login Details** means the unique login details for each Authorized User provided by Libryo to the Partner or directly to each Authorized User, in accordance with this Agreement.
- 21.1.27 **Losses and Expenses** means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.
- 21.1.28 **Marketing Collateral** means, collectively, any promotional, marketing, advertising materials or other materials, related to or used in connection with the Partner's referral or sale of the Libryo Services that include any references to the Libryo Services or use any of the Libryo Marks.
- 21.1.29 **Notice** has the meaning given in clause 19.1.
- 21.1.30 **Parties** means Libryo and the Partner or any one of them as the context may require.
- 21.1.31 **Partner** means the entity or individual identified as such on the Cover Page.
- 21.1.32 **Partner Account** means a Customer account established by the Partner in respect of Qualifying Sales, in accordance with the requirements of the Partner Manual.
- 21.1.33 **Partner Criteria** means the minimum criteria, set out in the Partner Manual from time to time, which the Partner must satisfy in order to retain its License to act as a Libryo Channel Partner in terms of clause 3.
- 21.1.34 **Partner Customer Agreement** has the meaning ascribed to it in clause 4.5.1.
- 21.1.35 **Partner Intellectual Property** includes, but is not limited to the designs, know-how, copyright, goodwill, trade dress, trademarks, trade secrets, patents, specifications and methods of operation owned or developed by the Partner in relation to its business.
- 21.1.36 **Partner Manual** means the means the manual produced and made available by Libryo, as amended and updated, from time to time which provides details regarding, *inter alia*, the commitments of the Partner regarding its conduct and compliance with the prescribed processes as a Libryo Channel Partner as well as the use of the Marketing Collateral and Libryo Marks.
- 21.1.37 **Partner Marks** means any trademarks, service marks, service or trade names, logos and other designations of the Partner and its affiliates.
- 21.1.38 **Partner Representative** has the meaning ascribed to it in clause 4.3.

- 21.1.39 **Partner Solution** means a solution that combines the Libryo Services with one or more products offered by the Partner to Customers.
- 21.1.40 **Privacy Policy** means the privacy policy in respect of the Libryo Platform made available at <https://libryo.com/privacy-policy/> or otherwise provided to the Customer, as may be amended from time to time by Libryo.
- 21.1.41 **Qualifying Referral** has the meaning ascribed to it in clause 10.1.
- 21.1.42 **Qualifying Sale** has the meaning ascribed to it in clause 10.2.
- 21.1.43 **Recipient** has the meaning given in clause 19.1.
- 21.1.44 **Referral** means, in the context of an individual deal, where a Referral Partner refers the Libryo Services to a potential Customer with the intention that such referral will amount to a Qualifying Referral.
- 21.1.45 **Referral Commission** means the commission earned by Referral Partners on Qualifying Referrals on a deal by deal basis, the details of which are set out in Schedule A - *Referral Commissions and Trade Discounts*.
- 21.1.46 **Referral Partner** means a Libryo Channel Partner who, in the context of an individual deal, refers the Libryo Services to a potential Customer with the intention that such referral will amount to a Qualifying Referral.
- 21.1.47 **Relevant Party** has the meaning given in clause 14.4.
- 21.1.48 **Sales Partner** means a Libryo Channel Partner who, in the context of an individual deal, sells the Libryo Services to a potential Customer, with the intention that such sale will amount to a Qualifying Sale. Each Qualifying Sale will either be executed as an Assisted Sale or an Independent Sale.
- 21.1.49 **Sender** has the meaning given in clause 19.1.
- 21.1.50 **Setup** means the upfront, Customer specific, configuration or compilation of the Libryo Platform according to the Customer's Context/s and shall include any consulting services provided by Libryo to the Customer in enabling the setup and integration of the Libryo Platform.
- 21.1.51 **Setup Fee** means the fee payable by the Customer for Setup. The Setup Fee excludes Disbursements.
- 21.1.52 **Subscription Fee** means the annual fee payable by the Customer for access to and use of the Libryo Platform and Libryo Services. The Subscription Fee excludes Disbursements.

- 21.1.53 **Trade Discount** means the trade discount earned by Sales Partners on Qualifying Sales on a deal by deal basis, the details of which are set out in Schedule A - *Referral Commissions and Trade Discounts*.
- 21.1.54 **Termination Date** means the effective date of termination provided in accordance with clause 14, in a Notice from one party to the other.
- 21.1.55 **Territory** means the territory or territories indicated on the Cover Page (as amended by Libryo from time to time), where Customers may be located.
- 21.1.56 **Upsells** means a circumstance in which the Partner refers or sells additional, previously unsubscribed for, Content or features of the Libryo Services to an existing Customer.
- 21.1.57 **User Terms** means the User Terms applicable to access to and use of the Libryo Platform, the Content and the Libryo Services by the Customer and its Authorized Users, as made available and as amended from time to time by Libryo in accordance with its terms.
- 21.2 The clause and any Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 21.3 References to clauses are to clauses in this Agreement.
- 21.4 References to the singular include the plural and vice versa, and references to one gender include any other gender.
- 21.5 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day is a day that is not a Business Day, the next Business Day;
- 21.6 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 21.7 In this Agreement "company" means any body corporate and "subsidiary" or "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006.
- 21.8 Any phrase introduced by any of the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 21.9 Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires) (i) shall be deemed to include any by-laws, licenses, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii)

shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

- 21.10 Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.
- 21.11 A term defined in a particular clause in this Libryo Channel Partner Terms, unless it is clear from the clause in question that application of the term is to be limited to the relevant clause bears the meaning ascribed to it for all purposes of this Agreement, notwithstanding that that term has not been defined in clause 21.1, and where there is any inconsistency between any term defined in clause 21.1 and any term defined in any clause in this Agreement, then, for the purposes of construing such clause the term as defined in such clause prevails.
- 21.12 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Agreement or any part of it.
- 21.13 If a definition confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and are enforceable as substantive provisions of this Agreement, notwithstanding that they are contained in that definition.

Schedule A - Referral Commissions and Trade Discounts

Deal Type	A: Referrals - Libryo sells	B: Assisted Sales (Libryo and the Partner sell together)	C: Independent Sales (Partner sells without assistance from Libryo)
Setup Project	10% Referral Commission	10% Trade Discount	10% Trade Discount
Updating / Renewing Subscription: Year 1	10% Referral Commission (first year only)	15% Trade Discount	25% Trade Discount
Updating / Renewing Subscription: Year 2	0%	9% Trade Discount	15% Trade Discount
Updating / Renewing Subscription: Year 3+	0%	6% Trade Discount	10% Trade Discount
Updating / Renewing Subscription: Year 4	0%	6% Trade Discount	10% Trade Discount
Updating / Renewing Subscription: Year 5+	0%	6% Trade Discount	10% Trade Discount