

Consultancy Partner Guide

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1. INTRODUCTION

- 1.1 This is the Consultancy Partner Guide (the **Guide**) referred to in the Keyloop Partner Programme Agreement. The purpose of this Guide is to set out the additional terms, requirements and conditions on which Partner shall provide consultancy services under the Agreement.
- 1.2 Unless otherwise stated defined terms used in the Agreement or Statement of Work (**SOW**) shall have the same meanings in this Guide.
- 1.3 Unless the context otherwise requires, references in this Guide to the '**Agreement**' shall mean the Keyloop Partner Programme Agreement, the applicable SOW, this Guide and any other document expressly referred to in such documents.
- 1.4 This Guide may be updated by Keyloop from time to time in accordance with the terms of the Agreement.

2. SERVICES

- 2.1 The full details of the services to be provided by Partner (the **Services**) shall be described in the relevant SOW. For the purposes of the Guide, **Deliverables** shall mean any outputs of the Services to be provided by Partner to Keyloop as specified in a SOW and any other documents, products and materials provided by Partner to Keyloop in relation to the Services.
- 2.2 Any additional Services agreed by the Parties shall be in writing and signed by both Parties in the form set out in a SOW.
- 2.3 If any of Partner's personnel are unable to provide the Services due to illness or injury, Partner shall notify the Authorised Keyloop Representative (named in the SoW) as soon as is reasonably possible.

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- 2.4 With Keyloop's prior written approval, Partner may appoint a suitably qualified substitute to perform the Services on Partner's behalf, provided that the substitute shall be required to comply with the terms of this Agreement. Keyloop shall continue to compensate Partner for the Services and Partner shall be responsible for the remuneration of, and any expenses incurred by, the substitute.
- 2.5 Partner shall not be paid for any period during which Services are not provided. Partner shall continue to be subject to all duties and obligations under the Agreement for the duration of the appointment of the substitute.
- 2.6 Partner shall ensure that its personnel are available at all times on reasonable notice to provide such assistance or information as the Keyloop may require.
- 2.7 The Partner shall only contact Keyloop's Clients following instructions from Keyloop, unless the contact is for matters that are outside the scope of a SoW and do not require access to:
 - 2.7.1 Keyloop Property (defined below); and/or
 - 2.7.2 Keyloop Systems or network.
- 2.8 In the event Partner is contacted directly by a Client of Keyloop for matters that fall in scope of the activities listed in this Guide related to Keyloop's products or services, Partner shall refer the Client to the case logging procedure set out in the Keyloop Support and Maintenance product specification and/or to the Client's Keyloop account manager to scope a new SoW with Keyloop to deliver the required activities.
- 2.9 When delivering the Services, Partner shall represent the Keyloop using a prescribed Keyloop email address and Keyloop branding on any communications with the Client.
- 2.10 Partner shall:
 - 2.10.1 ensure that the Services and Deliverables will conform in all respects with the SOW and that the Deliverables shall be fit for any purpose expressly or implicitly made known to Partner by Keyloop;
 - 2.10.2 perform the Services with the highest level of care, skill and diligence in accordance with best practice in Partner's industry, profession or trade;
 - 2.10.3 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - 2.10.4 before the date on which the Services are to start, obtain and maintain during the term of the relevant SOW, all necessary licences and consents and comply with all relevant legislation in relation to the Services;
 - 2.10.5 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any premises where the Services are to be provided from time to time and that have been communicated to it by Keyloop. Keyloop reserves the right to refuse any of Partner's personnel involved in the

provision of the Services access to any premises, which shall only be given to the extent necessary for the performance of the Services;

- 2.10.6 hold all Keyloop property in safe custody at its own risk, maintain such Keyloop property in good condition until returned to Keyloop, and not dispose of or use Keyloop property other than in accordance with Keyloop's written instructions or authorisations;
- 2.10.7 Partner shall comply in all respects with any additional licence terms applicable to the Keyloop Software as may be provided by Keyloop;
- 2.10.8 not do or omit to do anything which may cause Keyloop to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 2.10.9 notify Keyloop in writing immediately upon the occurrence of a change of Control of Partner; and
- 2.10.10 not, without the prior written consent of Keyloop, subcontract any of the services to be supplied by the Partner under the Agreement to any Third Party.

3. TRAINING

The Partner shall take any prescribed training mandated by Keyloop as a condition of performing the Services which shall be communicated to Partner as necessary.

4. FEES AND EXPENSES

- 4.1 Keyloop shall pay Partner the fees for the Services, which shall be outlined in the relevant SOW.
- 4.2 Partner shall submit invoices to Keyloop on a weekly basis, unless otherwise agreed between the Parties, for the work performed which shall include VAT payable (if applicable); Keyloop shall pay undisputed invoices in accordance with Keyloop's usual payment terms.
- 4.3 Invoices shall include Partner's reasonable expenses incurred in providing the Services provided the relevant receipts are provided, or other evidence as the Keyloop may reasonably require, to support the expense in each case; any expenses shall be agreed in advance with Keyloop.
- 4.4 Keyloop is entitled to deduct from the fees (and any other sums) payable to Partner any undisputed sums that Partner may owe the Keyloop at any time.
- 4.5 Where Partner's fees are calculated on a time and materials basis:
 - 4.5.1 Partner's daily fee rates for each individual person shall be outlined in the SOW and shall be calculated on the basis of an eight-hour day, worked during Business Hours;

4.5.2 Partner shall not be entitled to charge on a pro rata basis for part days worked by Partner's team during Business Hours, unless it has Keyloop's prior written consent to do so;

4.5.3 Partner shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Partner shall indicate the time spent per individual in its invoices.

4.6 Where Partner's fees are on a fixed price basis, the amount shall be as set out in the SOW.

4.7 Partner may vary the fees no more frequently than once per period of 12 (twelve) months commencing on the Effective Date of the Agreement or any anniversary of it by informing Keyloop at least 4 (four) months in advance, except that no fees shall be varied during the first 12 (twelve) months from the Effective Date.

5. KEYLOOP PROPERTY

5.1 Partner may be provided with manuals, hardware such as computer systems or other electronic equipment including mobile phones by the Keyloop (Keyloop Property) which shall be used solely for providing the Services.

5.2 For the avoidance of doubt, any data or documents (including copies) produced, maintained or stored on the equipment provided are Keyloop Property.

5.3 Access to the Keyloop network and systems shall be granted and withdrawn by Keyloop in line with the relevant SoW and/or at Keyloop's sole discretion.

6. INTELLECTUAL PROPERTY

6.1 Keyloop grants Partner a limited license to access Keyloop's existing Intellectual Property Rights in Keyloop Software for the duration of the relevant SOW for the sole purpose of:

6.1.1 internal evaluation and internal employee training on the Keyloop Software to enable such employees to fulfil Partner's obligations;

6.1.2 demonstrating, marketing and promoting the Keyloop Software to Clients; and

6.1.3 for the purpose of providing technical support to Clients.

6.2 Keyloop owns all right, title and interest in and to the Keyloop Software; Partner is granted no title or ownership rights in any Keyloop Intellectual Property Rights or to the Keyloop Software.

6.3 Partner agrees to promptly execute all documents and do all acts as may, in Keyloop's opinion, be necessary to give effect to this paragraph.

6.4 Each Party shall retain its Intellectual Property Rights which are in existence on the Effective Date, or which are developed independently of Partner Programme.

- 6.5 Partner shall promptly notify Keyloop in writing upon its discovery of any unauthorised use or infringement of the Software or Keyloop Intellectual Property Rights.
- 6.6 Each Party shall have the sole and exclusive right to bring an infringement action or proceeding or to take other measures to enforce its Intellectual Property Rights against a third Party, and, in the event that a Party brings such an action or proceeding or takes such other measures, the other Party shall cooperate and provide full information and assistance in connection with any such action, or proceeding or other measures, provided that all expenses of such action or measures shall be borne by the Party initiating the action and all damages which may be awarded or agreed upon in settlement of such action or measures shall accrue only to the Party initiating the action.
- 6.7 In relation to the Deliverables:
- 6.7.1 Partner assigns to Keyloop, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;
 - 6.7.2 Partner shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled; and
 - 6.7.3 Partner shall, promptly at Keyloop's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Keyloop may from time to time require for the purpose of securing for Keyloop all right, title and interest in and to the Intellectual Property Rights assigned to Keyloop.
- 6.8 Partner:
- 6.8.1 warrants that the receipt, use and onward supply of the Services and the Deliverables by Keyloop shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 6.8.2 shall indemnify Keyloop against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred or paid by Keyloop arising out of or in connection with any claim brought against Keyloop for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 6.9 If Partner is required to indemnify Keyloop under this paragraph, Keyloop shall:
- 6.9.1 notify Partner in writing of any claim against it in respect of which it wishes to rely on the indemnity (**IPRs Claim**);

- 6.9.2 allow Partner, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that Partner shall obtain Keyloop's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 6.9.3 provide Partner with such reasonable assistance regarding the IPRs Claim as is required by Partner, subject to reimbursement by Partner of Keyloop's costs so incurred; and
- 6.9.4 not, without prior consultation with Partner, make any admission relating to the IPRs Claim or attempt to settle it, provided that Partner considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of Keyloop into disrepute.

7. MARKETING AND PUBLICITY

- 7.1 Partner shall use commercially reasonable efforts to coordinate with Keyloop any marketing activities, which shall be performed in accordance with the [Marketing Guide](#).
- 7.2 Partner agrees to:
 - 7.2.1 conduct its marketing and promotion activities in a manner that reflects favourably at all times on Keyloop's business and products;
 - 7.2.3 avoid deceptive, misleading or unethical practices that are or might be detrimental to Keyloop, its Clients or the public;
 - 7.2.4 make no express or implied representations, warranties or guarantees to Keyloop Clients or any third Party other than those stated in writing in material provided by Keyloop;
 - 7.2.5 not publish or use (or cooperate in the publication or use of) any written or printed materials about the Keyloop Software not provided by Keyloop, without Keyloop's prior written consent, including, but not limited to, any misleading or deceptive material; and
 - not modify any of the Keyloop marketing materials without Keyloop's prior written consent.
- 7.3 Partner shall include appropriate attribution of the Keyloop Software and any slogan and logo provided by Keyloop in advertising and marketing materials, presentations, web sites and collateral with respect to the Keyloop Software, and, specifically, on each page of such web sites that mention the Keyloop Software.

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- 7.4 Neither Party shall display or release to the public or press any announcements, press releases, marketing materials or other materials it creates which refer to the other Party, without the other Party's prior written approval, which approval shall not be unreasonably withheld or delayed.

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To the extent Partner is a Processor of Personal Data on behalf of Keyloop, a Data Processing Agreement shall be completed by Partner and Keyloop.

9. SALES REFERRALS

If Partner has been approved by Keyloop to provide Sales Referrals, a Sales Referral Appendix shall be made available to and completed by Partner and Keyloop which shall form part of the Agreement.