

Application Partner Guide

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A. INTRODUCTION

This is the Application Partner Guide (the **Guide**) referred to in the Keyloop Partner Programme Agreement. The purpose of this Guide is to set out the following information which applies specifically to Application Partners on Keyloop’s Partner Programme:

- Application Partner Terms and Conditions;
- Keyloop Platform Support and Maintenance; and
- Certification Guide.

Unless otherwise stated defined terms used in the Agreement or Statement of Work (**SOW**) shall have the same meanings in this Guide.

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.

A glossary of terms can be found at the end of the Guide.

This Guide may be updated by Keyloop from time to time in accordance with the terms of the Agreement.

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B. APPLICATION PARTNER TERMS AND CONDITIONS

1. GENERAL

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- 1.1. The following terms and conditions are supplemental to those set out in the Agreement between Keyloop and the Partner and the applicable SOW.
- 1.2. In the event of any inconsistency between the respective elements of the Agreement it shall be resolved according to the following order of priority (in descending order of priority): (i) the applicable Guide; (ii) the Agreement; and (iii) the Statement of Work.

2. CERTIFICATION

- 2.1. Following receipt of the Certification Charge, Keyloop shall progress with the certification of the Application in accordance with the Certification Guide (see section D).
- 2.2. On each occasion that the Application is modified such that its functionality is different to that at the Certification Date (other than to an immaterial extent), Keyloop may require that a further Certification is carried out in respect of the Application. In such case the Parties shall promptly carry out the re-Certification and Keyloop shall be entitled to invoice Partner for the re-Certification at Keyloop Rates.
- 2.3. During re-Certification, Keyloop may require Partner to adopt Application updates at Partner's sole cost and expense including Application updates that provide performance improvements, security enhancements or other benefits for Mutual Clients.
- 2.4. In connection with any Certification or re-Certification, Partner shall:
 - 2.4.1. provide to Keyloop all such assistance as Keyloop shall reasonably require; and
 - 2.4.2. comply with the terms of the Certification Guide.

3. STRUCTURE AND MUTUAL CLIENT ACTIVATION

- 3.1. Keyloop shall issue a quotation to Partner in relation to the activation of each Site for a Mutual Client (**Activation Quote**). The Activation Quote shall detail the Recurring Charges payable by Partner in relation to the relevant Mutual Client. Notwithstanding any other terms and conditions referred to in the Activation Quote, it shall be governed by the terms and conditions of the Agreement including the SOW and this Guide.
- 3.2. The activation of the Keyloop Platform to facilitate the Application Services in relation to the Mutual Client Sites outlined in an Activation Quote shall be subject to Keyloop's receipt of a signed Authorisation Form from the relevant Mutual Client in accordance with paragraph 3.3.
- 3.3. Partner undertakes to Keyloop that it shall:
 - 3.3.1. request the activation of the Keyloop Platform in relation to a Mutual Client's Site(s) by logging a Case;
 - 3.3.2. obtain a Mutual Client's consent to the activation of the Keyloop Platform in respect of the Application Services for each Site using the template Keyloop

Authorisation Form available at <https://www.keyloop.com/en-gb/documentation> (the **Authorisation Form**). Partner shall upload the Authorisation Form signed by the Mutual Client to the Site activation Case raised in Service Connect Anywhere as soon as reasonably practicable once received from the Mutual Client;

- 3.3.3. provide not less than 30 days' notice to Keyloop via the ServiceNow ticketing system or email to Partner's account manager if a Mutual Client terminates its agreement with Partner or otherwise withdraws its authorisation for Partner to have access to the Mutual Client Data in respect of any Mutual Client Sites. The deactivation of the relevant Site(s) shall take effect from the beginning of the calendar month following the expiry of the required notice period; and
- 3.3.4. cease accessing and using any Mutual Client Data upon the relevant Mutual Client terminating its agreement with Partner or otherwise withdrawing its authorisation for Partner to have access to the Mutual Client Data.

4. MUTUAL CLIENT DATA: MUTUAL CLIENT AUTHORITY

- 4.1. Partner warrants that with effect from the Certification Date it shall, on a continuing basis, have the authority of each Mutual Client to access and use the Mutual Client Data.
- 4.2. Partner acknowledges that Application Services may only be provided to a Mutual Client that has a valid agreement in place with Keyloop to activate and maintain the interface between such Mutual Client's Keyloop System and the Keyloop Platform in respect of the Application Services.
- 4.3. Partner accepts that it is solely responsible for, and assumes all liability with respect to, Partner's access and use of Mutual Client Data.
- 4.4. Partner shall not:
- 4.4.1. access, retrieve, license, or otherwise transfer any Data from or to a Keyloop System for itself or any other person; or
 - 4.4.2. contract with, or otherwise engage, any Third Party (including any Mutual Client) to access, retrieve, process, license or otherwise transfer any data from or to a Keyloop System,
- other than as permitted by the Contract.

5. PARTNER OBLIGATIONS

- 5.1. Partner shall be solely responsible for obtaining and maintaining, at its sole cost and expense, all necessary communications lines (and related equipment) from Partner's computer servers to the Keyloop Platform, including the procurement of such ISP services as are required to provide Partner server connectivity to the Keyloop Platform.
- 5.2. Partner shall use its best endeavours to promote the sale of the Application Services in the Territory.
- 5.3. Partner shall:

- 5.3.1. at its discretion, determine the Application Services Fees payable by each Mutual Client;
 - 5.3.2. inform Keyloop of the Application Services Fees payable by each Mutual Client within the related Authorisation Form and provide an unredacted copy of the quotation signed by such Mutual Client to verify the same as part of raising the activation Case in accordance with paragraph 3.3; and
 - 5.3.3. immediately notify Keyloop of any changes to the Application Services Fees payable by a Mutual Client and provide a copy of any related updated quote(s) to Keyloop for verification.
- 5.4. Partner shall send Keyloop a statement every three (3) months outlining in respect of each Mutual Client: the total number of Application Services licences deployed and the Application Services Fees payable by Mutual Client for that period.

6. KEYLOOP OBLIGATIONS

Subject to the other provisions outlined in the Agreement, Keyloop shall:

- 6.1. make the Keyloop Platform available to Partner from the Certification Date for the duration of the applicable SOW; and
- 6.2. provide support and maintenance for the Keyloop Platform in accordance with section C.

7. USE OF KEYLOOP PLATFORM

- 7.1. The terms in this paragraph 7 apply to Partner's:
 - 7.1.1. access to, and use of, the Keyloop Platform;
 - 7.1.2. access to, and use of, Data; and
 - 7.1.3. if specified in the SOW, placing of data on Keyloop Systems.
- 7.2. Keyloop grants to Partner the non-exclusive, personal, non-transferable right to use the Keyloop Platform in accordance with the terms of the Agreement solely for the purpose of providing Application Services within the Territory from the Certification Date for the duration of the applicable SOW. Partner shall not use any other integration method besides the Keyloop Platform for the purposes of providing the Application Services.
- 7.3. Partner shall not access, process, send, receive or otherwise use:
 - 7.3.1. the Mutual Client Data or the Keyloop Platform other than for the sole purpose of providing the Application Services in the Territory; or
 - 7.3.2. any data other than the Mutual Client Data via the Keyloop Platform.
- 7.4. Except as otherwise set out in the Certification Guide, Partner shall be solely responsible for the deployment of any integration needed to allow the Application to interoperate with the Keyloop Platform.
- 7.5. Partner may only use the Integration Method and Mutual Client Data for the purpose of providing the Application Services in the Territory and shall not be permitted to use the

same in relation to the provision of any other application or in respect of any other Keyloop system or to synchronise Data between the Application and any Keyloop Systems. Specifically, the Keyloop Platform may not be used to provide any other business function to any Client or any other entity wishing to access data on a Keyloop System or to provide any data residing on any Keyloop System to any other person.

- 7.6. Unless otherwise specified in the SOW, Partner shall not copy, license, sell or otherwise transfer any Mutual Client Data or any other Data to any Affiliate or any Third Party for any purpose whatsoever.
- 7.7. Except where consistent with the workflows set out in the SOW, the restrictions of paragraph 7.6 prohibit the syndication of Data, in any form, by Partner to OEMs and other Third Parties, whether on behalf of Mutual Clients or otherwise.
- 7.8. Partner agrees that:
 - 7.8.1. it has no right, title or interest in the Mutual Client Data or any other Data; and
 - 7.8.2. nothing in the Contract shall be deemed to provide Partner with any such right, title or interest in any Mutual Client Data or any other Data.
- 7.9. Partner agrees that nothing in this Guide shall give it any right to access or use any Keyloop System, including any and all software applications comprising such Keyloop System, for any reason, nor to access, process or use for any reason any data residing on any Keyloop System other than as described in the SOW.
- 7.10. Keyloop may, without liability, immediately suspend Partner's access to the Keyloop Platform (in relation to an affected SOW or in its entirety) in the event of an actual or threatened breach by Partner of the terms of this Guide until such time as the breach has been resolved to the reasonable satisfaction of Keyloop.

8. PARTNER COMMUNICATIONS

- 8.1. Other than as expressly stated in this paragraph 8, Partner may not make any use of the Keyloop name or any Keyloop logo without the prior written consent of Keyloop.
- 8.2. With effect from the Certification Date, Keyloop grants to Partner a non-exclusive, non-transferable, limited right and license for the duration of the applicable SOW to use the Mark in the Territory strictly in accordance with this Guide and the Marketing Guide solely to promote the Application Services to Clients. Except as specifically authorised in this Guide and in the manner provided in the Marketing Guide, Partner shall not represent in any way that its applications are produced, developed, endorsed by or otherwise affiliated with Keyloop.
- 8.3. Any rights in the Mark not specifically granted to Partner under this paragraph 8 are reserved by Keyloop. Partner acknowledges that Keyloop owns or licenses the Mark and any applicable Intellectual Property Rights and/or registrations. Partner agrees that all uses of the Mark shall be on behalf of Keyloop. Partner understands and agrees that the use of this Mark shall not create any right, title or interest in or to the Mark other than the right to use the Mark in accordance with these terms.

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- 8.4. Partner agrees not to do anything which is inconsistent with Keyloop's ownership of the Mark including registering or attempting to register the Mark (or any similar mark) as a trademark, service mark, Internet domain name, or trade name, with any domestic or foreign governmental or quasi-governmental authority.
- 8.5. Partner shall comply with all applicable Law pertaining to the use of the Mark.
- 8.6. If Keyloop determines that Partner's use of the Mark is inconsistent with Keyloop's standards, then upon Keyloop's written request, Partner shall promptly conform such use to Keyloop's standards. If Partner fails to conform to such use, Keyloop shall have the right to suspend Partner's use of the Mark.
- 8.7. Partner shall notify Keyloop immediately of any actual or suspected infringement of the Mark of which Partner may become aware. Keyloop shall have the exclusive right to bring an action against any infringer of the Mark.
- 8.8. Partner agrees to work in good faith with Keyloop to issue press releases and other communications publicly promoting the use by Mutual Clients of the Keyloop Platform.

9. CHARGES AND PAYMENT

- 9.1. In consideration of Keyloop making the Keyloop Platform available for use by Partner in accordance with the terms of the Agreement, Partner agrees to pay Keyloop the Charges.
- 9.2. Keyloop shall invoice Partner for the:
 - 9.2.1. Certification Charge on or around the SOW Date; and
 - 9.2.2. the Recurring Charges on a monthly basis. Partner's obligation to pay Keyloop the Recurring Charges is not subject to receipt by Partner of the corresponding Application Services Fees from Mutual Clients.
- 9.3. Partner shall notify Keyloop within five (5) Business Days of receipt of invoice if it, acting reasonably and in good faith, disputes any of the amounts invoiced. If no such notice is received by Keyloop the invoice shall be deemed undisputed.
- 9.4. Partner shall pay all undisputed sums to Keyloop in full and cleared funds by its Due Date. Payment of all Charges shall be made by direct debit.
- 9.5. Subject to paragraph 9.3, the Charges and any other sum payable by Partner to Keyloop shall be paid without deduction, withholding or set off, except only to such extent as is required by Law. If Partner is required by Law to deduct, withhold or set off any amount from a payment due to Keyloop, whether in respect of taxes or otherwise, the gross sum payable by Partner shall be increased by an amount such that Keyloop receives the amount it would have received if no deduction, withholding or set off had been made.
- 9.6. If any sum payable by Partner to Keyloop is not paid by its Due Date Keyloop may, without prejudice to any other right or remedy it may have, take all or any of the following steps:
 - 9.6.1. charge interest on the unpaid sum at the annual rate of 5% above the applicable local base lending rate from time to time, accruing on a daily basis and compounded quarterly until payment is made, whether before or after judgment; and/or

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9.6.2. suspend Partner's access to the Keyloop Platform, until such time as Partner pays all overdue amounts.

9.7. The Charges are exclusive of VAT, sales, use or other applicable taxes, and Partner agrees to pay any such taxes.

Page | 7 9.8. Keyloop may vary the Charges at any time once in every 12 month period by providing Partner with at least 60 days' notice prior to the effective date of such variation.

9.9. All Charges shall be paid by Partner in the currency specified in the SOW.

9.10. The Certification Charge shall not be refunded if the Application fails to meet the criteria required by Keyloop as set out in the Certification Guide. The cost of any re-Certification of an Application shall be at Keyloop Rates.

10. CHANGES TO THE KEYLOOP PLATFORM

10.1. Keyloop may make any Modification that is necessary to comply with Law or that does not materially affect the nature or quality of the Keyloop Platform. Where such changes will have a material impact on the operation of the Keyloop Platform, Keyloop shall use reasonable endeavours to provide prior notice of any such Modifications changes as soon as reasonably practicable.

10.2. Keyloop may release new versions of the Keyloop Platform from time to time and shall use reasonable endeavours to provide at least three (3) months' notice before releasing a new version.

10.3. Keyloop shall use its reasonable endeavours to ensure that the then current version of the Keyloop Platform remains operational for a period of twelve (12) months from the date of notice.

10.4. Partner shall within twelve (12) months from the date of first notice of any Modification (or such shorter date as reasonably required by Keyloop) comply with such Modifications by implementing and using the most current version of the Keyloop Platform and making any changes to the Application that may be required as a result of such Modifications.

10.5. Partner acknowledges that a Modification may have a material adverse effect on the Application including but not limited to causing the Application not to operate as designed. Keyloop shall have no liability of any kind to Partner or any user of Partner's Application with respect to such Modification or any adverse effects resulting from such Modifications.

10.6. Partner's use of the new release or version will constitute a binding acceptance of the Modifications.

11. INTELLECTUAL PROPERTY

11.1. Partner acknowledges, without limiting any other rights Keyloop may have, that Keyloop owns all Intellectual Property Rights in the Platform Property. Nothing in these

Conditions shall transfer any title in the Platform Property to Partner and nothing in these Conditions shall give Partner any rights in or to the Platform Property.

- 11.2. Keyloop acknowledges, without limiting any other rights Partner may have, that Partner owns all Intellectual Property Rights in the Application. Nothing in these Conditions shall transfer any title in the Application to Keyloop and nothing in these Conditions shall give Keyloop any rights in or to the Application.

12. DATA PROTECTION

- 12.1. The parties agree that in respect of all Personal Data processed in relation to the SOW:
- 12.1.1. Keyloop acts as a Processor in connection with any Personal Data processed pursuant to the provision by Keyloop of Keyloop Systems to the Mutual Clients and the processing of any Personal Data pursuant to the Keyloop Platform; and
 - 12.1.2. Partner acts as a Processor in connection with any Personal Data processed pursuant to the provision of Application Services,
- and in each case, the Mutual Client shall be the Controller.
- 12.2. Accordingly, Keyloop and Partner shall each be responsible for processing Personal Data on behalf of the Mutual Client in accordance with DP Legislation.

13. TERMINATION AND SUSPENSION

- 13.1. If a Mutual Client objects to Keyloop's provision of the Keyloop Platform with respect to the Application Services, Keyloop may terminate the related access to the Keyloop Platform with respect to such Mutual Client upon notice to Partner.
- 13.2. Partner may not, after termination of the relevant SOW for any reason, continue to use the Keyloop Platform for any purpose whatsoever.
- 13.3. Other than where Keyloop terminates a SOW for convenience Partner shall pay the Recurring Charges in respect of all applicable Site(s) up to the end of:
- 13.3.1. the month in which Partner gives notice to deactivate any Site(s) under paragraph 3.3.3 above;
 - 13.3.2. the termination of a SOW in accordance with condition 8.4 of the Keyloop Partner Programme Agreement; or
 - 13.3.3. the termination of the Keyloop Partner Programme Agreement between Partner and Keyloop..
- 13.4. Upon termination of the SOW for any reason each party shall return to the other party or certify to the other party that it has destroyed all materials provided by the other party.
- 13.5. At Keyloop's sole discretion, Keyloop may suspend performance of all or any SOW(s), including partial termination of one or more territories under any SOW(s) and Partner's use of and access to the Keyloop Platform:
- 13.5.1. where Keyloop has a right to terminate a SOW;

- 13.5.2. where Partner breaches any of its obligations under paragraphs 7.2 to 7.8 (inclusive) (Use of Keyloop Platform) or paragraph 8 (Partner Communications);
- 13.5.3. in accordance with paragraph 9.6; or
- 13.5.4. in the event of a Keyloop Claim.

14. NO WARRANTY; INDEMNIFICATION

- 14.1. No warranty as to the content, condition of, or usability of the Data is made by Keyloop, except that Keyloop warrants that it shall not intentionally introduce any bugs, errors or viruses into the Data.
- 14.2. Except as otherwise expressly stated, Keyloop makes no representations or warranties to Partner or any Mutual Client with respect to the Keyloop Platform including in relation to its availability and operation. All implied terms shall be excluded to the extent permitted by Law.
- 14.3. Partner shall indemnify Keyloop and its officers, directors and employees from and against all Losses suffered or incurred by Keyloop arising out of or in connection with:
 - 14.3.1. Partner's access to, or use of, the Data in breach of the terms of the Agreement; or
 - 14.3.2. any claim made against Keyloop for actual or alleged infringement of a third party's Intellectual Property Rights arising from or in connection with:
 - 14.3.2.1. Keyloop's use, in accordance with the terms of the Contract, of the Application or any content provided by Partner; or
 - 14.3.2.2. Partner's infringement of any third party's Intellectual Property Rights through its use of the Keyloop Platform.
- 14.4. Keyloop shall indemnify Partner and its officers, directors and employees from and against all Losses suffered or incurred by Partner arising out of or in connection with any Claim that the use by Partner of the Keyloop Platform or the Mark in accordance with the terms of the Contract infringed any Intellectual Property Rights in the Territory of any third party (**Partner Claim**). In the event of any Partner Claim, Keyloop may:
 - 14.4.1. procure the right for Partner to continue using those elements of the Keyloop Platform or Mark to which Partner Claim relates; or
 - 14.4.2. modify or replace those elements of the Keyloop Platform or Mark to which Partner Claim relates in order to remove them from the scope of Partner Claim; or
 - 14.4.3. (if in Keyloop's opinion neither of the above options is available) terminate any aspect of the Keyloop Platform or use of the Mark to which Partner Claim relates.
- 14.5. Any indemnity given in the Contract to either Party (**A**) by the other Party (**B**) in respect of any category of Losses arising from any third party Claim shall be subject to the following provisions:

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- 14.5.1. A shall notify B as soon as reasonably practicable after it becomes aware of any Claim or any threatened Claim;
- 14.5.2. A shall not attempt to settle the Claim, or admit any liability to it, or by act or omission jeopardise any defence by B to it;
- 14.5.3. A shall give to B the sole conduct of the defence to the Claim and all such reasonable assistance in defending it, at B's reasonable expense, as B shall request; and
- 14.5.4. A shall not incur any legal costs or expenses in relation to the Claim without B's prior consent.

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C. KEYLOOP PLATFORM SUPPORT AND MAINTENANCE

1. GENERAL DESCRIPTION

Page | 10 This section applies to the support and maintenance services to be provided by Keyloop to Partner in connection with the Keyloop Platform and the Availability of the Keyloop Platform.

2. AVAILABILITY

2.1. Keyloop will use its reasonable endeavours to ensure Availability of the Keyloop Platform during Standard Support Hours at a level of 98.5%.

2.2. Subject to the exceptions set out below, Availability will be measured over Quarterly Review Periods in accordance with the following formula:

$$A = \frac{T - D}{T} \times 100$$

Where:

A = Availability;

T = total time during Standard Support Hours in any Quarterly Review Period measured in minutes; and

D = total Service Downtime during Standard Support Hours measured in minutes over the relevant Quarterly Review Period.

2.3. Service Downtime caused by the following events will not be taken into account for the purpose of calculating Availability:

2.3.1. any changes or modifications made to Partner equipment, or Partner's operating system, environment, or the Application; or

2.3.2. any failure of Partner to perform Partner's obligations generally under the Contract or default by it under the Contract;

2.3.3. failure of infrastructure or service provided by a telecommunications provider or a utilities provider;

2.3.4. periods of downtime of which reasonable advance notice has been given to Partner including but not limited to scheduled maintenance;

2.3.5. emergency maintenance; or

2.3.6 Force Majeure Events.

3. THE SUPPORT AND MAINTENANCE SERVICES

The Support and Maintenance Services include the following:

- 3.1. investigation of and assistance with issues affecting the operation of, and/or access to, the Keyloop Platform; and
- 3.2. provision of a helpdesk contactable during Standard Support Hours via the Case Logging Procedure.

4. EXCLUDED OR CHARGEABLE SERVICES

- 4.1. The Support and Maintenance Services do not include any of the following, which Keyloop may at its sole option provide to Partner on request in accordance with Keyloop Rates:
 - 4.1.1. support in connection with any error or fault resulting from:
 - 4.1.1.1. the use of any hardware or software not supplied by or approved in writing by Keyloop;
 - 4.1.1.2. inappropriate or unauthorised use of the Keyloop Platform, operator error, or otherwise from the omissions or unauthorised acts of Partner;
 - 4.1.2. in relation to Keyloop software the provision and support of any integration points, API's or other data transmission methods that were not otherwise contained in the version of Keyloop software initially made available to Partner;
 - 4.1.3. any fault in any third party software or database, whether used in conjunction with the Keyloop software or not, other than to the extent that such third party software or database is the subject of Support and Maintenance Services contracted to be provided by Keyloop;
 - 4.1.4. any services provided or work carried out by Keyloop outside Standard Support Hours;
 - 4.1.5. training, consultancy, advice or assistance regarding functionality of the Keyloop Platform;
 - 4.1.6. non-standard configuration changes and system configuration changes; or
 - 4.1.7. data re-organisation or data cleansing.

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5. PARTNER OBLIGATIONS

Partner shall:

- 5.1. be responsible for procuring and maintaining any third party communications links between the Application and the Keyloop Platform;
- 5.2. log Cases in accordance with the Case Logging Procedure;
- 5.3. provide reasonable assistance to Keyloop during any fault investigation;
- 5.4. keep Keyloop updated of any other changes within its business that may affect the provision of the Support and Maintenance Services including changes to operating procedures and practices, changes to hardware, networks and other infrastructure which has not been supplied by Keyloop
- 5.5. promptly report to Keyloop any errors or defects identified in the Keyloop Platform; and
- 5.6. ensure that only competent trained employees (or persons under their supervision) will use the Keyloop Platform and that they will be used in a proper manner.

6. CASE LOGGING PROCEDURE

- 6.1. Keyloop will enable the logging of Cases by Partner Nominated Contact(s) using a Keyloop approved portal only, details of which will be provided to Partner from time to time.
- 6.2. Partner Nominated Contact shall provide the following information when initially logging the Case:
 - 6.2.1. Partner contact name, telephone number, mobile number and email address when requested;
 - 6.2.2. a description of the fault and clear instructions how to reproduce the sequence of events and/or fault as relevant;
 - 6.2.3. any other information reasonably required by Keyloop in order for it to deal with the Case; and
 - 6.2.4. any previously issued Partner log number for the Case, where applicable.

6. SERVICE LEVELS

- 6.1. In the event of a Case regarding a Keyloop Platform issue which Keyloop determines (at its discretion) is preventing Partner from being able to access and utilise the entirety of Keyloop Platform or a business critical element of it and such issue is not resolvable by an acceptable workaround, Keyloop shall use reasonable endeavours to respond to such Case within 60 minutes. For all other Cases, Keyloop shall use reasonable endeavours to respond as soon as is reasonably practicable. The priority level of a Case may vary (at the discretion of Keyloop) from the time it is initially logged to reflect changes in circumstances.
- 6.2. Keyloop may at its discretion issue a corrective patch or other update to resolve a Case. This may be by way of inclusion in the next or a subsequent scheduled release.
- 6.3. Keyloop shall be entitled to close a Case when a workaround has been affected and service is resumed.
- 6.4. In order to deliver the Support and Maintenance Services, Keyloop is reliant on full and timely co-operation from Partner in accordance with the principles set out in paragraph 5 above and on Partner's compliance with the Case Logging Procedure. Keyloop may suspend work on a Case if it requires the co-operation of or provision of information by Partner and such co-operation or information is not provided. The duration of such suspension shall not be taken into account when calculating Case target response times under this Product Specification. Keyloop may close the Case if repeated attempts to get Partner to provide information or carry out requested actions in relation to that Case fail.

D. CERTIFICATION GUIDE

1. INTRODUCTION

The purpose of this Certification Guide is to explain the process for the Certification of the Application setting out the roles and responsibilities of each of the Parties.

2. SINGLE CERTIFICATION

Each Application which Partner seeks to use in connection with the Keyloop Platform requires separate Certification.

3. GENERAL ROLES AND RESPONSIBILITIES

3.1. The Parties shall:

- 3.1.1. cooperate (acting reasonably and in good faith) and provide reasonable assistance to each other in relation to the Certification process;
- 3.1.2. promptly following the SOW Date agree and document a timeline for each of the phases of the Certification process outlined in paragraph 4.1 below (the **Plan**);
- 3.1.3. allocate an appropriate number of sufficiently trained personnel to comply with their respective obligations under this Certification Guide;
- 3.1.4. appoint and document individuals within their respective organisations to escalate any issues that may arise in connection with Certification and notify the other party of their identity;
- 3.1.5. each use reasonable endeavours to ensure that the Certification process is completed in accordance with the Plan. If Keyloop does not confirm the Certification as complete (in accordance with paragraph 4.5) within 6 months of the SOW Date, Keyloop reserves the right to levy an additional Certification Charge, which shall be payable within five (5) Business Days of the invoice date. The continuance of the Certification process shall be subject to Partner's payment in full and cleared funds of such additional Certification Charge; and
- 3.1.6. keep each other informed of any circumstances which may affect the timelines in the Plan and agree any revisions to the Plan as required.

3.2. Keyloop shall:

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- 3.2.1. Appoint a named main point of contact for Partner in connection with the Certification process (the **Certification Manager**). The Certification Manager shall not be a dedicated resource for Partner;
 - 3.2.2. Provide advice and guidance to Partner as to how the Application may integrate with the Keyloop Platform;
 - 3.2.3. Make available to Partner details of test cases and technical information in relation to each Integration Method to be utilized in respect of the Application (the **Test Cases**);
 - 3.2.4. Subject to paragraph 3.3, set up a test Keyloop System environment for the relevant Integration Methods and procure Partner's access during the Development Phase to such test environment via the Integration Methods only; and
 - 3.2.5. Subject to paragraph 3.3 and where Keyloop determines (at its absolute discretion) that it is feasible to do so, provide Partner with remote VPN access for up to 2 concurrent users to directly access a test Keyloop System environment and shall procure such access for a fixed period of 12 months commencing on or around the SOW Date (the Fixed Period). Any ongoing direct access by Partner to the test Keyloop System environment beyond the expiry of the Fixed Period shall be subject to payment by Partner of associated Charges for a fixed period of 12 months at Keyloop Rates, which shall be invoiced by Keyloop on a monthly basis and payable in accordance with Condition 9 (Charges and Payment).
- 3.3. Partner's access to the test Keyloop System environment pursuant to paragraphs 3.2(d) and 3.2(e) shall be provided by Keyloop on the following conditions:
- 3.3.1. Partner shall be granted such access for the sole purpose of testing the Integration Methods;
 - 3.3.2. Partner acknowledges that such access to the test Keyloop System environment is provided by Keyloop on an 'as is' basis and Keyloop makes no representations or warranties to Partner with respect to the test Keyloop System environment;
 - 3.3.3. Partner shall not transmit any Personal Data to the test Keyloop System environment;
 - 3.3.4. Partner shall not transmit to the test Keyloop System environment any information or material that is offensive, abusive, indecent, defamatory, obscene or menacing or that is in breach of confidence, copyright, privacy or any other right;
 - 3.3.5. Partner may only permit its officers, directors and employees to access the test Keyloop System environment;

- 3.3.6. As between Keyloop and Partner, Partner shall be responsible for the acts and omissions of any users as if they were acts and omissions of Partner;
 - 3.3.7. Partner devices on which the Cisco PC VPN client is to be installed must be running Windows XP or a later version of Windows operating systems;
 - 3.3.8. Partner is responsible for providing internet connectivity for each remote user;
 - 3.3.9. Partner shall ensure that the VPN access is used only in accordance with any acceptable use policy or conditions that may be published from time to time by Keyloop; and
 - 3.3.10. The availability of access to the test Keyloop System environment may vary across each Territory and Keyloop Systems and therefore remains subject to the absolute discretion of Keyloop.
- 3.4. Partner shall:
- 3.4.1. Be solely responsible for such design and development of the Application as is required to integrate the Application with the Keyloop Platform;
 - 3.4.2. Be solely responsible for the choice of software, programming and other technologies used by Partner in connection with the Application; and
- 3.5. Where the Application utilises bi-directional API(s), Partner shall ensure that any changes to any data fields are written back into the Keyloop Systems.

4. CERTIFICATION PROCESS

4.1. Structure

The Certification process consists of the following phases:

- 4.1.1. Planning Phase;
- 4.1.2. Development Phase;
- 4.1.3. Testing Phase comprising:
 - 4.1.3.1. Integration Testing, being the testing of the Integration Methods;
 - 4.1.3.2. Field Testing, being the testing of Application Services with a Beta Client (as defined below); and
- 4.1.4. Certification,

as illustrated in diagram 1 and further described in paragraphs 4.2 to 4.5 (inclusive) below:

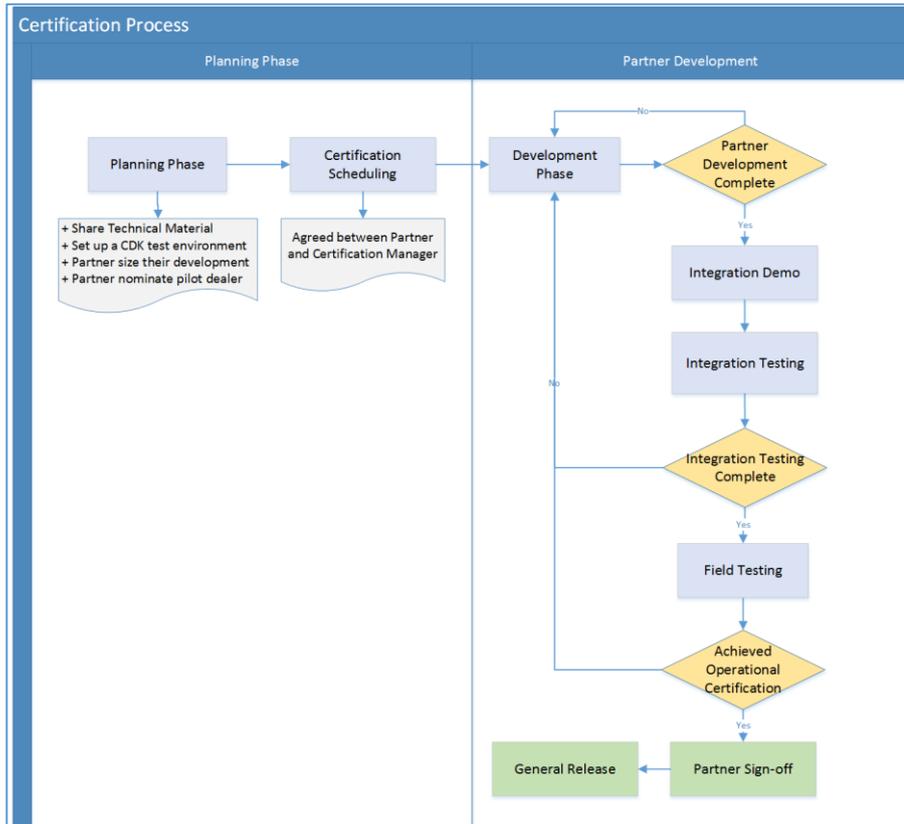


Diagram 1 – Certification Process

4.2. Planning Phase

During the Planning Phase:

- 4.2.1. Keyloop shall provide Partner with the technical and other information reasonably required by Partner to commence development activities for the Application;
- 4.2.2. The Certification Manager shall provide support and seek where appropriate, to respond to queries raised by Partner;
- 4.2.3. The Certification Manager shall provide Partner with the Test Cases, which shall be reviewed with Partner prior to Partner’s development of the Application;
- 4.2.4. The Integration Testing start date shall be agreed between the parties based upon the Certification Manager’s availability;
- 4.2.5. Partner shall procure and nominate for Keyloop’s approval a current Keyloop customer to act as the beta Mutual Client for each Keyloop System (the **Beta Client**). If the nominated Beta Client is approved by Keyloop (at Keyloop’s sole discretion), the Parties shall enter into (and Partner shall procure that each Beta Client enters into) the Keyloop standard beta agreement (a copy of which shall

be provided by Keyloop on request) (the **Beta Agreement**), subject to the following conditions: (i) the Test Period (as such term is defined in the Beta Agreement) shall be agreed by Keyloop, Partner and the Beta Client and shall be not less than 2 weeks; and (ii) Keyloop shall have sole authority to define the Product Tests for the Beta Agreement in order to demonstrate that the Beta Client's use of the Application Services does not adversely affect the performance of Keyloop Systems or compromise or otherwise risk the data integrity of the Keyloop Platform, Keyloop Systems or any other application that is integrated with the Keyloop Platform; and

- 4.2.6. The Beta Agreement shall govern the testing of the integration between the Application and the Keyloop Systems via the Keyloop Platform. Partner shall be solely responsible for entering into any separate agreement with each Beta Client to govern the Beta Client's use of the Application during the Test Period.

4.3. Development Phase

During this phase Partner shall develop the Application to integrate with the Keyloop Platform. Partner shall notify the Certification Manager when Partner wishes to commence the Testing Phase.

4.4. Testing Phase

The Testing Phase shall consist of:

4.4.1. Integration Testing

- 4.4.1.1. Partner shall use the Keyloop test environment to provide a live demonstration to Keyloop of the Application and its integration with the Keyloop Platform to confirm that Application Services shall not adversely affect the performance of Keyloop Systems or compromise or otherwise risk the data integrity of the Keyloop Platform, Keyloop Systems or any other application that is integrated with the Keyloop Platform. The demonstration shall test the Integration Methods only and no other functionality of the Application.
- 4.4.1.2. Following successful completion of the live demonstration (as determined by Keyloop in its sole discretion), the Certification Manager shall schedule and run the Test Cases with Partner.
- 4.4.1.3. If Keyloop determines (at its sole discretion) when running the Test Cases that: (i) there are any defects in the Integration Methods; (ii) the Test Cases have not been satisfied; or (iii) the integration of the Application with the Keyloop Platform compromises or risks the data integrity of the Keyloop Platform, Keyloop Systems or any other application that is integrated with the Keyloop Platform, Keyloop

shall inform Partner in writing providing details of such failures and Partner shall be advised to make required changes and re-schedule another time to re-run the Test Cases with the Certification Manager.

- 4.4.1.4. If, at Keyloop's sole discretion, the Test Cases are not satisfactorily completed at the third attempt then Keyloop reserves the right to charge Partner for any further Integration Testing in accordance with Keyloop Rates.

4.4.2. Field Testing

On successful completion of the Integration Testing the parties shall commence the Field Testing in accordance with the terms of each Beta Agreement. The Field Testing shall be deemed to have been completed when:

- 4.4.2.1. each Beta Client has accepted all Product Tests; and
- 4.4.2.2. Keyloop, at its sole discretion, is satisfied that the Application Services do not adversely affect the performance of Keyloop Systems or compromise or otherwise risk the data integrity of the Keyloop Platform, Keyloop Systems or any other application that is integrated with the Keyloop Platform.

4.5. Certification

On successful completion of the Testing Phase Keyloop shall confirm the Certification as complete and provide written confirmation to Partner that the Application Services are Keyloop approved Application Services.

E. GLOSSARY

Activation Date is the date that the Keyloop Platform is activated to facilitate the Application Services in relation to a Mutual Client Site.

Activation Quote as defined in paragraph 3.1 of section B (Application Partner Terms and Conditions).

API application programming interface.

Application Partner's software application as set out in the SOW.

Application Services the provision of the Application with the Keyloop Platform by Partner to Mutual Clients.

Application Services Fees as defined in the SOW.

Availability: assuming functioning connectivity between Partner's virtual or physical site (as the case may be) and the data centre, the ability of Partner to access the server and 'Available' shall be construed accordingly.

Case: a request made in accordance with the Case Logging Procedure by Partner to Keyloop for Support and Maintenance Services for which Keyloop has agreed to provide support.

Case Logging Procedure: the procedure for requesting Support and Maintenance Services in relation to issues, as set out in paragraph 6 of section C (Keyloop Platform Support and Maintenance). Keyloop may make changes and updates to the Case Logging Procedure from time to time, which will be communicated to Partner.

Certification the process by which the Application is assessed, developed, validated, tested and accepted by Keyloop for use with

the Keyloop Platform as more specifically set out in section D (Certification Guide).

Certification Charge the one-off charges payable in respect of the Certification set out in the SOW.

Certification Date the date on which Certification has been completed.

Charges the Certification Charge, the Recurring Charges and any other sums charged or chargeable by Keyloop to Partner in accordance with these terms.

Due Date the date falling 30 days after the date of the relevant invoice.

Integration Method the Keyloop Platform, including any integration points, API's or other data transmission methods, as described in more detail in the SOW. The Integration Method is the method by which: the Keyloop Platform enables Partner to create standard data messages in JSON format to request data from, or convey data to, a Keyloop internet based server; and following which Keyloop then uses a predefined application programming interface, using network connectivity between the Keyloop Platform and Keyloop Systems, to enable Partner to access data on Keyloop Systems.

Keyloop Claim any third party claim, or notice of an intention to make a claim, against Keyloop which may reasonably be considered likely to give rise to any Partner liability under paragraph 14.3 of section B (Application Partner Terms and Conditions).

Keyloop Platform systems, comprising hardware and software components, designed or utilized by Keyloop to provide third party software application

providers with the ability to access, send and receive data to and from Keyloop Systems.

Keyloop Rates Keyloop's charges for the provision of products and services that are applicable from time to time.

Keyloop Systems Keyloop dealer management and other computer systems set out the SOW.

Loss(es) all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries, depletions and liabilities (including damages or compensation paid on legal advice to compromise or settle any Claim, and reasonable legal costs or expenses).

Modifications any changes of any type in whole or part to the Keyloop Platform or to the Integration Method.

Mutual Client a Client who uses the Application Services.

Mutual Client Data Data that relates to a Mutual Client, including any Personal Data relating to the business or operations of that Mutual Client.

Net Revenue as defined in the SOW.

Partner Claim as defined in paragraph 14.4 of section B (Application Partner Terms and Conditions).

Partner Nominated Contact: a person authorised and nominated within Partner's organisation for the purpose of logging Cases, and who has registered for online access to Keyloop's approved portal. There may be more than one Partner Nominated Contact. Only users who have completed any mandatory training in relation

Application Partner Guide

to the use of the Platform and (where applicable) who hold a valid certification status may log Cases.

Platform Property the Keyloop Platform including the Integration Method and any such pre-existing software and specifications used by Keyloop to develop the Keyloop Platform.

Quarterly Review Period: means the three monthly periods commencing on the 1st January, 1st April, 1st July and 1st October in each calendar year or pro-rated

if the relevant period does not commence or finish on one of the above dates.

Recurring Charges the sum set out in respect of these Charges in the SOW.

Service Downtime: times when there is no Availability.

Site each separate location of a Client activated by Keyloop (or any of its Affiliates) to utilise the Keyloop Platform in respect of the Application, irrespective of

whether Partner has commenced the Application Services.

SOW Date the date of the relevant SOW.

Standard Support Hours: as set out in the Support and Maintenance Services product specification for the territory in which the services are to be provided.

Support and Maintenance Services: means the services to be provided by Keyloop under section C of this Guide.