

Keyloop Co-delivery Partner Guide

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1. INTRODUCTION

- 1.1. This is the Keyloop Co-Delivery Partner Guide (**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 co-delivery services under the Agreement.
- 1.2. Unless otherwise stated, defined terms used in the Agreement 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. CERTIFICATION AND TRAINING

- 2.1. The provision of Services by Partner must be undertaken by individuals that are certified in relation to the relevant Keyloop Product(s) (**Individuals**).
- 2.2. Individual certification can be obtained by completing the applicable certification programme made available by Keyloop from time to time to Keyloop's reasonable satisfaction.
- 2.3. Partner certification shall be awarded following the successful completion of:
 - 2.4.1 the online Keyloop partner certification exam for the relevant Product and module; and

2.4.2 an interview with a Keyloop subject matter expert to assess knowledge and experience.

2.4. Keyloop shall provide one (1) online certification course regarding the implementation of each Keyloop Product via Keyloop's Learning Management System (**LMS**). The completion of the certification exam may be subject to charges, as outlined on LMS or communicated by Keyloop from time to time. Any further training required by Partner shall be subject to a separate agreement between the parties.

2.5. Partner shall ensure that it has at least two (2) Individuals who are certified in relation to the Products in the applicable Territory at all times.

2.6. Keyloop reserves the right to remove Partner's certification in relation any Product(s) and/or Territory if:

2.6.1. less than two (2) Individuals have valid certification for the relevant Product(s) in the Territory;

2.6.2. Partner declines the offer of Services on more than three (3) occasions in any rolling three (3) month period for any reason;

2.6.3. Partner fails to provide the Services in accordance with the timescales outlined in the Work Order (defined in paragraph 3.6);

2.6.4. Keyloop receives repeat *bona fide* complaints from a Client or Clients concerning the Services provided and Partner fails to complete any remediation steps Keyloop may reasonably require within a timely manner.

3. SERVICES

3.1 The full details of the services to be provided by Partner (**Services**) shall be described in the relevant SOW as per the Keyloop Partner Programme Agreement.

3.2 For the purposes of the Guide, **Deliverables** shall mean any outputs of the Services to be provided by Partner to Keyloop and/or mutual customers as specified in a Work Order and/or product description provided by Keyloop to Partner in relation to the Services.

3.3 Subject to paragraph 2, from time-to-time Keyloop may invite Partner to provide certain Services in relation to a specific implementation for a Product or Service in the Territory; such request shall include details concerning the relevant Client, location, Product or service to be implemented, the relevant project plan and timescales and any specific technical requirements.

3.4 Upon receipt of a request described in paragraph 3.3 from Keyloop, Partner shall either:

3.4.1 notify Keyloop that it is not able to provide the requested Services; or

3.4.2 confirm its acceptance to provide the Services.

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- 3.5 Following the acceptance provided in 3.4.2, Partner shall provide order confirmation and/or order delivery planning within the following timescales:

Number of days' Services offered by Keyloop	Deadline for acceptance
Orders of up to 6 days of Services	Within 5 Business Days
Orders of more than 6 days of Services	Within 10 Business Days

- 3.6 On receipt of acceptance of the Services from Partner in accordance with paragraph 3.5 Keyloop shall confirm the instructions for the Services in writing by email, via Keyloop's KeyedIn platform, Teamwork, a signed order including a statement of work or via a work order (each a **Work Order**); each Work Order shall form part of the Agreement.
- 3.7 Keyloop appoints Partner as a non-exclusive provider of Services for the Products in the Territory. Nothing in the Agreement shall prohibit or prevent Keyloop from providing the same services itself or from appointing a Third Party to provide the same.
- 3.8 Keyloop does not provide any guarantees or commitments to Partner regarding the volume of Services it may request Partner to provide under this Agreement, however it shall in good faith endeavour to offer a reasonable number of suitable opportunities to Partner, as they arise.
- 3.9 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 signed order including a statement of work or Work Order and do not require access to:
- 3.9.1 Keyloop Property (defined below); and/or
- 3.9.2 Keyloop Systems or network.
- 3.10 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 either;
- 3.10.1 as soon as reasonably practicable, present the opportunity to Keyloop; Keyloop may elect to provide a Work Order for the Partner to complete the Services; or
- 3.10.2 refer the Client to their Keyloop account manager or case logging procedure set out in the Keyloop Support and Maintenance product specification.
- 3.11 Partner shall:
- 3.11.1 ensure that the Services and Deliverables will conform in all respects with the Work Order and that the Deliverables shall be fit for any purpose expressly or implicitly made known to Partner by Keyloop;
- 3.11.2 perform the Services with certified Individuals for the respective Product using the highest level of care, skill and diligence in accordance with best practice in Partner's industry, profession or trade;

- 3.11.3 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;
- 3.11.4 before the date on which the Services are to start, obtain and maintain during the term of the relevant Work Order all necessary licenses and consents and comply with all relevant legislation in relation to the Services;
- 3.11.5 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 Individuals 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;
- 3.11.6 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;
- 3.11.7 Partner shall comply in all respects with any additional license terms applicable to the Keyloop Software as may be provided by Keyloop;
- 3.11.8 not do or omit to do anything which may cause Keyloop to lose any license, authority, consent or permission on which it relies for the purposes of conducting its business; and
- 3.11.9 notify Keyloop in writing immediately upon the occurrence of a change of Control of Partner.

4. INTELLECTUAL PROPERTY

- 4.1 Keyloop grants Partner a limited license to access Keyloop's existing Intellectual Property Rights in Keyloop Software for the duration of the relevant SOW and Work Order for the sole purpose of:
 - 4.1.1 Delivering the Services;
 - 4.1.2 internal evaluation and internal employee training on the Keyloop Software to enable such employees to fulfil Partner's obligations;
 - 4.1.3 demonstrating, marketing and promoting the Keyloop Software to Keyloop Clients; and
 - 4.1.4 for the purpose of providing support, including technical support to Keyloop Clients.

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- 4.2 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.
- 4.3 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.
- 4.4 Each Party shall retain its Intellectual Property Rights which are in existence on the Effective Date, or which are developed independently of Partner Programme.
- 4.5 Partner shall promptly notify Keyloop in writing upon its discovery of any unauthorised use or infringement of the Keyloop Software or Keyloop Intellectual Property Rights.
- 4.6 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.
- 4.7 In relation to the Deliverables:
 - 4.7.1 Partner assigns to Keyloop, with full title guarantee and free from all Third Party rights, all Intellectual Property Rights in the Deliverables;
 - 4.7.2 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
 - 4.7.3 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.
- 4.8 Partner:
 - 4.8.1 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
 - 4.8.2 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

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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.

Page | 6 4.9 If Partner is required to indemnify Keyloop under this paragraph, Keyloop shall:

- 4.9.1 notify Partner in writing of any claim against it in respect of which it wishes to rely on the indemnity (**IPRs Claim**);
- 4.9.2 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;
- 4.9.3 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
- 4.9.4 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.

5. MARKETING AND PUBLICITY

- 5.1 Partner shall use commercially reasonable efforts to coordinate with Keyloop any marketing activities, which shall be performed in accordance with the [Marketing Guide](#).
- 5.2 Partner agrees to:
 - 5.2.1 conduct its marketing and promotion activities in a manner that reflects favourably at all times on Keyloop's business and Products;
 - 5.2.2 avoid deceptive, misleading or unethical practices that are or might be detrimental to Keyloop, its Clients or the public;
 - 5.2.3 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;
 - 5.2.4 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
 - 5.2.5 not modify any of the Keyloop marketing materials without Keyloop's prior written consent.

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- 5.3 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.

- 5.4 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.

6. DATA PROTECTION

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.

7. FEES AND EXPENSES

- 7.1 The fees payable by Keyloop to Partner for completed Services as outlined in the SOW (the **Fees**) shall be calculated in accordance with the following formula:

$$F = AR - Y\%$$

where:

F = the Fees payable to Partner for the completion of Services outlined in a Work Order per Business Day.

AR = the applicable day rate for Services in the Territory, which shall be calculated as the then Keyloop list price for professional services (which shall be provided to Partner on request) charged to the Client in the applicable Territory.

Y% = the percentage of discount Keyloop expects the Partner to provide.

- 7.2 Partner shall submit invoices for completed Services monthly in arrears. Each invoice shall include the Keyloop Purchase Order (**PO**) number of the PO pre-approved by Keyloop, and details of the Services performed which shall include VAT payable (if applicable). Keyloop shall pay undisputed invoices sixty (60) days from receipt of a valid invoice.
- 7.3 Any additional expenses incurred in providing the Services shall be evidenced by the relevant receipts, or other evidence as Keyloop may reasonably require, to support the expense in each case; any expenses shall be agreed in advance with Keyloop.
- 7.4 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.

8. KEYLOOP PROPERTY

- 8.1 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.

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- 8.2 For the avoidance of doubt, any data or documents (including copies) produced, maintained or stored on the equipment provided are Keyloop Property.
- 8.3 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.

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9. INSURANCE

- 9.1 During this Agreement and for a period of one year afterwards the Partner shall maintain in force the following insurance policies with reputable insurance companies:
 - 9.1.1. public liability insurance with a limit of at least €1 million a claim;
 - 9.1.2. if applicable, product liability insurance with a limit of at least €1 million for claims arising from a single event or series of related events in a single calendar year;
 - 9.1.3. professional indemnity insurance with a limit of at least €1 million for claims arising from a single event or series of related events in a single calendar year; and
 - 9.1.4. if applicable, employer's liability insurance with a limit of at least €1 million for claims arising from a single event or series of related events in a single calendar year.