

# ANNEXURE B: RESELLER PARTNER

This Annexure is governed by the terms of the Master Partner Agreement (“**Agreement**”) between ReadNow and the Partner.

## BACKGROUND

- A. ReadNow provides a variety of Products and services.
- B. The Partner has the relevant ReadNow Product knowledge, qualifications, skill and experience necessary to work with ReadNow and provide the Services specified in clause 1 of this Annexure.
- C. ReadNow has agreed to allow the Partner to provide the Services specified in clause 1 of this Annexure.

## 1. SERVICES

<b>Services</b>	Partner may resell Products to End-Customers by providing ReadNow with a valid and completed Order Form (in the format specified in Attachment 1 to this Annexure) on behalf of each End-Customer.
<b>Country/Territory</b>	The Partner may only resell Products and provide Services as listed in the territory on the Order Form.

## 2. FURTHER TERMS

### 2.1. Pricing

ReadNow pricing for Products is available via the Portal or via price lists. Any changes to price lists will be provided with not less than 30 days’ notice.

### 2.2. Ordering

Products purchased will be as set out in a duly executed Order Form. No alteration may be made to an executed Order Form, unless otherwise agreed in writing between the parties.

### 2.3. Platform Support and Maintenance Services

- a. ReadNow will provide Platform Support and Maintenance Services as purchased and defined in the relevant Order Form for each End-Customer, and on the terms set out in the relevant Platform Support and Maintenance Plan <http://readinow.com/support-plans>, as updated by ReadNow from time to time.
- b. An upgraded level of Platform Support and Maintenance Plan may be purchased in accordance with the relevant Order Form.
- c. Only one type of Platform Support and Maintenance Plan will apply per Tenant.

### 2.4. Designated Representatives

- a. The Partner agree to provide from the End-Customer at least two (2) and up to four (4) designated representatives. Details must include names and contact details and The Partner must promptly notify ReadNow of any change to these details (including transfer of Designated Representatives’ responsibilities to other individuals).
- b. The Partner agree to ensure that the designated representatives are knowledgeable about the applicable Products to help analyse, and assist ReadNow in resolving any issues; and
- c. are empowered to act on behalf of the End-Customer to make decisions to facilitate speedy resolution.

### 2.5. Warranties and Obligations

- a. The Products are provided “as is” and except as set out in this Agreement ReadNow makes no other representation or warranty. The Partner instructions to End-Customers on the use of Products must be consistent with ReadNow’s Documentation, and the ECLA. The Partner must not make any other representation or warranty about the Products.
- b. The Partner must not and must ensure that End-Customers do not;
  - i. make the Software or Products available, in any way, to any third party including a Competitor for any purpose;
  - ii. reverse engineer, decompile or reverse compile, disassemble, list, modify, copy or create derivative works based on the Products; Third Party Content, Non-ReadNow Applications or other materials, or propagate any malicious

code using the software; print or display the Software or otherwise attempt to obtain the source code or other proprietary information from the Products; and

- iii. access the Products for the purposes of building a competitive product or copying its features or functionality; or permit any person, other than ReadNow, to modify, copy or create a derivative work based on the ReadNow Products.

## 2.6. Privacy

- a. If the Partner provides to ReadNow any Personal Information of its Personnel or any other party, it must first ensure that it has informed those persons of the purpose for which their Personal Information will be used in accordance with the requirements of any applicable privacy laws, and the Partner warrants to ReadNow that it has obtained the consent of those persons to provide that Personal Information to ReadNow. .
- b. The Products may be hosted by a third-party cloud services provider (for example Amazon Web Services) and where the Products are so hosted, the Partner acknowledges that ReadNow may have no ability to support, directly access, inspect or control the hosting environment.

## 2.7. Term and Termination

- a. The Partner may sell Products provided the Fees payable by the Partner to ReadNow reflect the correct price and Order Form term with ReadNow, as per the then current price list and as set out in the Order Form. The Partner election to sell Products to End-Customers for a period longer than the Term will not alter or enlarge ReadNow's obligations under this Agreement.
- b. If the Agreement or an Order Form is terminated, ReadNow reserves the right to communicate directly with End-Customers and provide End-Customers with the option to purchase Products directly from ReadNow or other ReadNow partners.
- c. If the Agreement, this Annexure or an Order Form expires or is terminated for any reason other than a breach by the Partner, ReadNow and The Partner will work in good faith to develop options to existing End-Customers at the end of such period.

## 2.8. ECLA Acceptance

- a. The Partner agrees to arrange the End-Customer accepting the ECLA before the End-Customer gets access to or uses the Products. The Partner is responsible to ReadNow's Loss due to or relating to Partner's failure to comply with this clause 2.8(a).
- b. The Partner must not purport to vary or impose any other terms pertaining to the licence, including use of the Products, given to End-Customer under the ECLA. By executing an Order Form with ReadNow, the Partner represents and warrants that the End-Customer has accepted the ECLA terms.
- c. The Partner must immediately notify ReadNow of any known or suspected breach of the ECLA terms or other unauthorised use of the Products and to assist us in the enforcement of the terms of the ECLA.
- d. The Partner agrees and acknowledges that only the End-Customer (and its authorised Users) may use the Product. The Partner is not permitted to use any Products resold under the Agreement for the Partner's own benefit unless otherwise agreed in writing by ReadNow.

## ORDER FORM

CONTACT DETAILS	Partner Contact	End-Customer Contact	ReadiNow Contact
NAME:			
ABN:			
CONTACT NAME:			
TITLE:			
EMAIL:			
PHONE:			
ADDRESS:			
TERRITORY:			

## SOFTWARE

Item	Qty	Term	Start Date	End Date	Annual Fees AUD\$ (ex GST)
Solutions: <List Solutions >	#				#
User Access Licences (UAL)	#	# years	#	#	Included
Concurrent Licences (CL)	#				Included
Application Builders	#				Included
Cloud Multi-Tenanted Environment (Australia hosted)	1				Included
Non-Production Environment (up to 3 named users)	#				Included
<b>Total Software:</b>					\$

## SERVICES

Item	Term	Start Date	End Date	Annual Fees AUD\$ (ex GST)
Standard Platform Support and Maintenance Services (9am -5pm Mon-Fri AEST/ADST)	# years	#	#	No charge
Elite Platform Support and Maintenance Services (24 hours x 7 days) (NB: One type of Platform Support & and Maintenance Plan per Tenant)	# years	#	#	\$
<b>Total Services Fees:</b>				\$

## OTHER SERVICES (ONE-OFF)

Item	Qty	One-Off Fees AUD\$ (ex GST)
Initial Tenant Setup	#	\$15,300
Implementation – see separate Statement of Works for Professional Services Implementation	#	#
Online Training – Administrator Platform Training Course @ \$1,200 p/attendee. See <a href="https://www.readinow.com/online-training-course">https://www.readinow.com/online-training-course</a> for inclusions	#	#
Classroom Training – Administrator Platform Training Course @\$3,600 p/attendee for a 3-day course	#	#
Classroom Training – Advanced Platform Training Course @\$2,100 p/attendee for a 1-day course	#	#
Prepaid Application Support Blocks minimum 10-hour support block @ \$300 p/hour.	#	#
<b>Total One-Off Fees:</b>		\$

<b>Special Terms</b>	The following Annexures are incorporated into this Order Form and form part of the Master Partner Agreement in so far as it relates to the Products and Services that are the subject of this Order Form. <a href="https://www.readinow.com/partner-terms">https://www.readinow.com/partner-terms</a> : [insert Annexures]
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## TERMS &amp; CONDITIONS

This Order Form is made part of the Master Partner Agreement at <https://www.readinow.com/partner-terms> (Site) between the Partner and ReadiNow. The parties enter into this Order Form on the basis of the terms and conditions set out in the Master Partner Agreement version published at the Site as of the execution date of the Order Form. Any terms used but not defined in this Order Form have the meaning given to them in the Agreement. The relevant Platform Support & Maintenance Plan is available at <https://www.readinow.com/support-plans>, as updated from time to time. The Partner acknowledges that it is responsible for the payment of all Fees set out in this Order Form and ReadiNow's offer of the fees and terms herein is contingent upon execution and delivery to ReadiNow of this Order Form. All fees are in Australian dollar currency and exclude all Taxes and GST. The Partner is responsible for all currency conversion. Fees will be invoiced annually in advance and must be paid within 30 days of the invoice date. UAL and CL purchased must be equivalent to the UAL and CL of all purchased solutions on the same tenant. All fees, except one-off fees, are subject to CPI increases on each anniversary of the Start Date. Anything that is not expressly and specifically included in this Order Form is by default excluded and may be provided in a separate Order Form. The terms of the Agreement and this Order Form including without limitation pricing, apply to the initial term only. Order Forms will automatically renew for a further similar term on commercial terms to be agreed, unless no later than 90 days prior to the expiration of the initial Order Form term (or the expiration of any further term) either party provides written notice to the other that it does not wish to renew the relevant Order Form for a further period. Upon renewal, unless otherwise agreed between the parties, ReadiNow's then current published offering provisions and pricing structures shall apply. All "One Off" items listed in this Order Form are not subject to renewal. The Partner warrants that the End-Customer has agreed to and will comply with the terms of the ECLA at <https://www.readinow.com/partner-terms>

## EXECUTED AS AN AGREEMENT BETWEEN THE PARTIES:

Executed for and on behalf of < PARTNER NAME >		Executed for and on behalf of READINOW CORPORATION PTY LTD	
Authorised Representative		Authorised Representative	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	