

ANNEXURE C: TECHNOLOGY 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

Services	Partner may develop applications (“ Partner Developed Applications ” or “ PDA ”) on the ReadNow Platform by providing a valid and completed Order Form (in the format specified in Attachment 1 to this Annexure) on behalf of each End-Customer who will use the PDA (Technology End-Customer).
Country/Territory	The Partner may only resell Products and provide Services as listed in the territory on the Order form.

2. ANNEXURE TERM

Commencement Date	As listed in the Order form
Term	This Annexure will terminate at the same time as the Agreement, unless terminated earlier in accordance with the Agreement.

3. FURTHER TERMS

3.1. Derivative Works

Notwithstanding clauses 5.4(d) and 5.4(f) of the Agreement, the Partner may create derivative works based on the Products only to the extent necessary to provide the Services as specified in clause 1 of this Annexure.

3.2. Non-Exclusive Appointment

Nothing in the Agreement or this Annexure shall restrict ReadNow from providing any Products directly to Technology End-Customers, or to authorise other companies the right to sell, licence and/or market the Products or provide services similar to the Services specified in clause 1 of this Annexure, anywhere in the world.

3.3. Pricing

ReadNow pricing for PDA is available via the Portal or via price lists. Any changes to price lists will be provided with no less than 30 days’ notice. The Partner have complete discretion to negotiate and set pricing regarding the Partner’s mark up with Technology End-Customers.

3.4. Ordering

All PDA purchased by Technology End-Customers will be 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.

3.5. Fees and Payment

- a. The Fees for PDA will be as listed in the relevant Order Form executed by the parties.
- b. All pricing and Fees are in Australian dollar currency and exclusive of GST or other taxes unless otherwise stated. The Partner is responsible for all currency conversion and any applicable taxes including GST.
- c. ReadNow will issue an invoice to the Partner upon receipt of an executed Order Form. All invoices must be paid within 30 days from the invoice date, unless otherwise stated in the Order Form.
- d. Fees for PDA are paid annually in advance and are not refundable. The Partner may not terminate an Order Form or request refunds due to non-payment or non-conformance by a Technology End-Customer.
- e. All Fees are payable without set off, counterclaim or deduction. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs or any other charges. ReadNow will issue a credit where applicable.
- f. All Fees will be adjusted in accordance with increases in CPI on each anniversary year of an Order Form for the duration of the Order Form term.

- g. For late payments, ReadNow may charge interest at a rate of 3% above the cash rate set by the Reserve Bank of Australia, calculated from the day the amount became due and compounded daily until the amount is paid in full.
- h. If the Fees remain outstanding, ReadNow reserve the right to suspend supply and The Partner agree to cover the reasonable costs of suspending and reversing the suspension, in addition to the outstanding Fees. Should ReadNow choose to take any of these steps, ReadNow do not waive any other right or remedy.

3.6. ECLA Acceptance

- a. Use of PDA and Products by the Technology End-Customer is subject to acceptance of the ECLA terms. The Partner agrees to be responsible for the Technology End-Customer's acceptance of the terms and for any costs and damages incurred by ReadNow as a result of such failure to accept or a breach of the ECLA by the Technology End-Customer.
- b. The Partner must not purport to vary or impose any other terms pertaining to the use of PDA and Products. By placing an Order Form with ReadNow, the Partner represents and warrants that the Technology 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 PDA and Products and to assist ReadNow in the enforcement of the terms of the ECLA.
- d. The Partner agrees and acknowledges that only the Technology End-Customer (and its authorised Users) may use the PDA. The Partner is not permitted to use any PDA resold under the Agreement for the Partner's own benefit unless otherwise agreed in writing by ReadNow.

3.7. Platform Support and Maintenance Services

- a. ReadNow will provide Platform Support and Maintenance Services for Products only. The applicable Support and Maintenance Plan is defined in the relevant Order Form for each Technology End-Customer with the terms available at <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.
- d. Support and Maintenance Plan is only applicable to Products. For the avoidance of doubt, Support and Maintenance Plan is not applicable to PDA.

3.8. Designated Representatives

- a. The Partner agree to provide from the Technology 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:
 - i. are knowledgeable about the applicable Products to help analyse, and assist ReadNow in resolving any issues; and
 - ii. are empowered to act on behalf of the Technology End-Customer to make decisions to facilitate speedy resolution.

3.9. Warranties and Obligations

- a. The Products are provided "as is" and except as set out in the Agreement, ReadNow makes no other representation or warranty. The Partner's instructions to Technology End-Customers on the use of PDA 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 Technology End-Customers do not:
 - i. make the Products or any PDA available, in any way, to any third party including a Competitor for any purpose;
 - ii. reverse engineer, decompile nor reverse compile, disassemble, list, modify, copy nor create derivative works based on the Products, Third Party Content, Non-ReadNow Applications nor other materials; nor propagate any

malicious code using the software; not print nor 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; nor permit any person, other than ReadNow, to modify, copy or create a derivative work based on the ReadNow Products.

3.10. Privacy

- a. The Partner will provide sufficient notice to and obtain sufficient consent and authorisation from Technology End-Customers and any other party providing personal data or Personal Information to the Partner or ReadNow to permit the processing of the data or information by the Partner, ReadNow or their respective hosting service providers as contemplated by this Agreement.
- 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 directly access, inspect or control the hosting environment.

3.11. Term and Termination

- a. The Partner may sell PDA provided the Fees payable by the Partner to ReadNow reflect the correct price and term with ReadNow, as per the then current price list and as set out in the Order Form. The Partner's election to sell PDA to Technology End-Customers for a period longer than the Term of this Annexure will not alter or enlarge ReadNow's obligations under this Agreement.
- b. If the Agreement, this Annexure or an Order Form is terminated, ReadNow reserves the right to communicate directly with Technology End-Customers and provide Technology 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 Technology End-Customers at the end of such period.

3.12. White Labelling

The Partner may not white label the Products without the prior written consent of 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
Total Software:					\$

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	#	#	\$
Total Services Fees:				\$

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 – General Platform Training Course @ \$1,200 p/attendee. See https://www.readinow.com/online-training-course for inclusions	#	#
Classroom Training – General 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.	#	#
Total One-Off Fees:		\$

Special Terms	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. https://www.readinow.com/partner-terms : [insert Annexures]
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TERMS & 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:	