

## **ISL PARTNER AGREEMENT**

By clicking the "I accept" box displayed as part of the Information Street Limited, from here on known as "ISL", partner application process, you agree to the following terms and conditions (the "ISL partner agreement") governing the Information Street Limited partner programme (the "programme"). Upon Information Street Limited's acceptance of your application to become a partner ("partner"), you agree that the following terms and conditions shall apply. If you are entering into this agreement on behalf of a company or any other legal entity, you represent and warrant that you are duly authorised and have been given all necessary legal authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not participate in the programme. The "effective date" of this agreement shall be the date that information street limited notifies you in writing (such written notice may be via email) that you have been accepted into the programme.

This Agreement governs Partner's enrolment and participation in the Information Street Limited Partner Programme. You represent that you have read and understand all of the provisions of this Agreement. You must accept this Agreement before you can participate in the Programme. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. You agree that this Agreement is the complete and exclusive statement of our Agreement relating to the Programme and supersedes all prior agreements and other communications relating to the programme.

### **1. General.**

This ISL Partner Agreement ("Agreement") is made effective as of the date that Partner is notified in writing (such written notice may be via email) that you have been accepted into the Programme and that such agreement is between Information Street Limited and Partner.

### **2. Programme.**

This Agreement includes the ISL partner terms and conditions that will govern each Information Street Limited Partner Program (each, a "Programme") described in a Programme addendum (each, a "Programme Addendum") signed by Partner and Information Street Limited and that is either attached to or makes reference to this Agreement.

### **3. Term.**

This Agreement is effective from the Effective Date until 30 days written notice is given by either party to terminate the Agreement.

### **4. Benefits.**

For each Programme described in a Programme Addendum, Partner will have access to certain specified benefits ("Benefits") as outlined in such Programme Addendum, which may be related to specified Information Street Limited offerings and services and may be offered in exchange for corresponding fees. Information Street Limited will use reasonable commercial efforts to provide the Benefits, but reserves the right to change any Benefit offered or provided under the Programme upon 30 days' prior written notice.

### **5. Modifications by Information Street Limited.**

Upon 30 days' prior notice to Partner, Information Street Limited, in its sole discretion, reserves the right to modify the terms of a Programme, Benefits and/or Information Street

Limited's lead submission policies and procedures. Such changes will become effective at the end of the notice period. Partner's continued participation in a Programme following such notice will constitute acceptance of the change. If a modification is unacceptable to Partner, Partner's only recourse is to terminate its participation in the Programme within 30 days of such notice, whereupon its participation in the Programme will be cancelled.

## **6. Training/ Services.**

Benefits may include various training programmes or additional services offered by Information Street Limited from time to time. Such programmes are subject to availability and may be subject to additional fees.

## **7. Intellectual Property, Confidential Information**

a. Intellectual Property. Any Information Street Limited Solutions (including any associated documents and designs) provided to Partner in connection with a Programme, and all intellectual property rights therein, shall remain the sole and exclusive property of Information Street Limited and its licensors.

b. Confidential Information. As used in this Agreement, "Confidential Information" means any and all data and information of a confidential nature, either marked as such or that the receiving party knows or should know that the other party regards as confidential, including, but not limited to, End User Data (as defined below), business practices, software, technical information, programming/design techniques or plans, know-how, trade secrets, prospects, customers, end users, suppliers, development plans, or projects. "End User Data" means any data, information, or other materials of any nature whatsoever, provided to a party by an end user of Information Street Limited, including any data otherwise captured or generated by such Solutions. Confidential Information may be communicated orally, in writing or in any other recorded or tangible form. Neither Information Street Limited nor Partner shall make use of, disseminate, or in any way disclose the other party's Confidential Information (including End User Data), except to the extent necessary for its performance under a Programme. Each party shall treat Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care, and may disclose Confidential Information only to those of its employees and consultants who need to know such information and who have previously agreed in writing to be bound by terms and conditions at least as protective of such Confidential Information as are these terms and conditions. The receiving party's obligations under this section will not apply to information that such party can document:

- i. is or becomes generally available to the public through no fault or breach of such party;
- ii. was in such party's possession free of any obligation of confidence at the time it was communicated to such party by the disclosing party, or at a later time is rightfully received by such party from a third party without restriction and without breach of any obligation owed to the disclosing party; or
- iii. Was developed by employees, agents, or consultants of such party independently of and without reference to any information communicated to such party by the disclosing party.

## **8. Term and Termination**

a. General. The term of a Programme is set forth in the Programme Addendum. If not set forth in the Programme Addendum, the term of a Programme coincides with the term of this Agreement. Information Street Limited, in its sole discretion, may terminate this Agreement, a Programme or Benefit without cause upon 30 days' prior written notice to Partner. In addition, if either party breaches a material term of this Agreement or a Programme Addendum, the other party may terminate this Agreement if the breaching party does not cure such breach within ten (10) calendar days after receiving written notice of such breach. Upon termination or expiration of this Agreement, all Programmes and Benefits shall similarly terminate and all related licenses to any and all Information Street Limited Solutions, Technical Services, Confidential Information or Marks made available as a result

of this Agreement or the Programme shall terminate, and all such materials and tangible embodiments thereof shall be returned or destroyed. The termination or expiration of any particular Benefit shall not result in the termination of the Programme or any other Benefits in existence as of such termination date, unless expressly so provided.

b. Survival. All provisions herein relating to confidentiality, intellectual property and indemnification shall survive expiration or earlier termination of this Agreement or any Programme Addendum for any reason.

### **9. Limited Warranties**

a. By Partner. Partner warrants that it will: (i) perform its obligations hereunder and otherwise conduct its business in a manner that reflects favourably upon Information Street Limited, the Solutions and the Marks; and (ii) refrain from deceptive, misleading or unethical business practices of any kind.

b. By Information Street Limited. Information Street Ltd warrants that it will use reasonable commercial efforts to provide the Benefits in a professional manner. Any Solutions and Technical Services provided by Information Street are subject to the warranty provisions contained in the separate Infusionsoft published terms of use for such items.

c. Except for the foregoing limited warranties, and to the maximum extent permitted by law, ISL disclaims all other warranties, express, implied, or statutory (including warranties of merchantability, fitness and non-infringement), related to the benefits, solutions and services provided under a program addendum. Neither Partner, nor any of its employees or agents, has any right to make any representation, warranty, or promise to any third party on behalf of ISL that is not (a) contained in ISL standard published terms, or (b) specifically authorised in writing by ISL.

### **10. Indemnity.**

Cooperation on Disputes. Partner shall cooperate with ISL in regard to any inquiry, dispute or controversy in which ISL may become involved and of which Partner may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of Partner's personnel.

### **11. Limitations of Liability.**

a. Limitations. Except with respect to each party's indemnification obligations hereunder, in no event shall either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, business interruption, lost or damaged data or documentation or liabilities to third parties arising from any source, even if such party has been advised of the possibility of such damages. This limitation is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective. The cumulative liability of Information Street Limited to partner for all claims arising from or relating to this agreement including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of (I) all commissions and royalties paid or payable by Information Street Limited to partner under the agreement or (II) the total amount of all fees having been paid to Information Street Limited by partner under this agreement, in each case during the 12-month period preceding the event giving rise to the relevant liability.

b. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and shall apply notwithstanding the failure of their essential purpose.

**12. Miscellaneous.**

a. These terms of business are governed by the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and any courts which may hear appeals from those courts in respect of any proceedings in connection with these terms of business

b. No Agency. Nothing contained herein, or in a Programme Addendum, shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.

c. Integration. These terms and each executed Programme Addendum set forth the entire agreement and understanding between the parties, and supersede and merge all prior oral and written agreements, discussions and understandings between the parties, with respect to the subject matter hereof. Any amendment to these terms or a Programme Addendum must be in writing and signed by both Information Street Limited and Partner, except as provided above.

d. Severability. If a court holds any of these terms to be unenforceable or invalid, such unenforceability or invalidity shall not render the remaining terms unenforceable or invalid as a whole, and, in such event, such provision shall be interpreted so as to best accomplish the objectives of the invalid provision.

e. Waiver. The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

f. Assignment. Partner shall not assign its rights or delegate its obligations under this Agreement or a Programme Addendum without Information Street Limited's prior written consent and, in the absence of such consent, any purported assignment or delegation by Partner shall be null, void and of no effect. Otherwise, this Agreement shall be binding upon and inure to the benefit of Information Street Limited and Partner and their successors and permitted assigns.

g. Information Street Limited will notify Partner of any revisions to a Programme or its guidelines via e-mail. Other communications from Information Street Limited sent via e-mail include billing notifications, notices of promotions, invitations to events, and any other matters regarding the administration of the Programme excluding notices with respect to termination of a Programme. Partner may communicate by e-mail with Information Street Limited to [info@informationstreet.com](mailto:info@informationstreet.com) regarding billing discrepancies and to request clarification of any policy or procedure in this Agreement or a Programme Addendum. Partner will provide Information Street Limited with an e-mail address to receive official communications and shall be responsible for advising Information Street Limited of any changes to this email address.

**Information Street Limited Partner Programme Addendum A  
Affiliate Partners**

This Programme Addendum incorporates the provisions of that separate Information Street Limited ISL Programme Agreement previously or simultaneously executed by Information Street Limited.

Schedule of Commissions are shown separately.