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Hosting Partner Agreement

Entity Data Hosting Partner Agreement

THIS ENTITY DATA HOSTING PARTNER AGREEMENT ["Agreement"] is between the Partner identified on the Partner application form ["Partner"] and Entity Data Pty Limited ["Entity Data"], and includes the terms set forth on this page and the attached Hosting Partner Program Terms and Conditions and applicable Schedules. The parties seek to form a relationship whereby Partner will resell, promote, market, and provide certain Entity Data products and services [the "Services"], separately or in conjunction with Partner's products and services in accordance with the Hosting Partner Program Terms and Conditions. Accordingly, for value received and by signing below, the parties enter into and agree to abide by the terms and conditions of this Agreement. This Agreement will be effective upon the date signed by Partner.

The terms and conditions of this Agreement include the following terms:

The TERM of this Agreement will be 12 Months from the time Partner accepts this Agreement and Entity Data accepts the Partner into the Hosting Partner Program. The Agreement will automatically renew for subsequent 12 Month terms unless terminated by either party with 30 days written notice, or upon failure of either party to fulfil its obligations under this Agreement.

Hosting Partner Program Terms and Conditions

These Hosting Partner Program Terms and Conditions ["Terms and Conditions" or "Agreement"] govern the respective rights and obligations of Entity Data and Partner. These Terms and Conditions apply to Partner's participation in Entity Data's Hosting Partner program ["Hosting Partner Program"] whereby Partner may generate customer leads for Entity Data or resell Entity Data products and services [the "Services"] to potential customers or business partners. Partner acknowledges that it has read and agrees to be bound by the following Terms and Conditions:

1. Partners.

In order to qualify as a Partner under the Hosting Partner Program, each Partner agrees to each of the following terms and conditions:

1.1 Partner will complete a Entity Data Hosting Partner Profile and will provide all information reasonably requested by Entity Data.

1.2 Partner agrees that Entity Data may, in Entity Data's sole discretion, publicly refer to Partner, orally and in writing, as a participant in Entity Data's Hosting Partner Program. Partner expressly consents to be listed in Entity Data's Partner directory and identified as a "Partner." Partner grants to Entity Data and those acting with Entity Data's authority the absolute right to use Partner's name, tradename, trademark, image, logo, customer lists, or any other information provided to Entity Data for any purpose in connection with the Hosting Partner Program.

1.3 Entity Data reserves the right in its sole discretion to re-examine

each Partner on a monthly basis to determine whether such Partner continues to meet the qualifications and requirements of the Hosting Partner Program, as designated by Entity Data from time to time. If Partner fails to meet the criteria for the Hosting Partner Tier Level, then Entity Data may reassign Partner's Hosting Partner Tier Level, in which case any future commissions or discounts will be immediately readjusted on a prospective basis.

2. Relationship.

2.1 Entity Data and Partner are independent contractors and nothing contained in these Terms and Conditions places Entity Data and Partner in the relationship of principal and agent, master and servant or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

2.2 Entity Data may from time to time and in its sole discretion provide to Partner promotional materials with respect to the Services, and Partner may use and display such promotional materials in promoting the applicable Services to potential customers, end users, or other third parties. Partner may, at its own expense, provide materials and advertising to promote the Services; provided, that such promotional materials have been pre-approved in writing by Entity Data in each instance and comply with all applicable laws, rules and regulations, and all trademark and other Entity Data rules and policies.

2.3 Partner and Entity Data may, from time to time, each in its sole discretion, agree that Partner will perform additional tasks, such as installation and certain maintenance services, with respect to the Services on Entity Data's behalf. Such additional services will only be agreed and performed pursuant to a separate agreement executed by Partner and Entity Data.

2.4 Partner and Entity Data shall exercise a duty of good faith and fair dealing between one another during the performance of this Agreement. Entity Data will provide information about itself and its business to reasonably enable Partner to make a fair and accurate representation to potential customers, end users or other third parties about Entity Data's business. Partner warrants that any information subsequently provided to potential customers, end users, or other third parties about Entity Data will be accurate based on information actually received from Entity Data.

2.5 Nothing in this Agreement will require Partner to refer potential customers to Entity Data or purchase Services from Entity Data or to engage in any activities on behalf of or for the benefit of Entity Data.

2.6 Partner and Entity Data are free to enter into similar agreements with other people and entities. Partner and Entity Data further agree that no exclusive arrangement is implied or agreed to as a result of Entity Data's agreement to pay commissions hereunder or to allow Partner to resell, market, promote, or provide the Services to potential customers or end users.

3. Term and Termination.

3.1 These Terms and Conditions will commence on the date of acceptance by Partner and will remain in effect until terminated by either of the parties in accordance with the terms hereunder. Partner or Entity Data may terminate these Terms and Conditions at any time without cause on thirty (30) days prior written notice to the other party. If either of the parties materially breaches these Terms and Conditions and fails to cure the breach within fourteen (14) days of notification by the non-breaching party, the non-breaching party may, at its option, terminate these Terms and Conditions upon written notice. These Terms and Conditions will terminate automatically upon the occurrence of bankruptcy, insolvency, dissolution, or abandonment of business efforts of either party.

3.2 Any provision contained in these Terms and Conditions that, by its nature, is applicable to circumstances arising after the termination of this Agreement will survive such termination and remain in full force and effect, and no termination of this Agreement will relieve either party from any liability arising out of any breach of this Agreement occurring prior to said termination.

4. Referral Program Terms and Conditions.

If Partner is approved by Entity Data to participate in the Referral program, then the following additional terms and conditions contained in this Section 4 will apply to the generation of customer leads for Entity Data by Partner.

4.1 A "Business Opportunity" means a specific customer opportunity for Entity Data products or services that is referred to Entity Data by Partner.

4.2 A Business Opportunity does not include an opportunity:

(a) that is a target of Entity Data's active sales or marketing efforts;

(b) that has already been referred to Entity Data by Partner or another person or entity at any time in the ninety (90) day period prior to the date referred by Partner;

(c) for a previous customer of Entity Data's whose services were terminated by Entity Data for non-payment or other violation of Entity Data's standard terms and conditions; or

(d) for services to be used by Partner, or its affiliates and subsidiaries.

4.3 Partner must complete a referral form provided by Entity Data ("Referral Form") that will contain, at a minimum, (i) all of the customer or third party's qualified lead information, including without limitation the company name, contact name, phone number, and email address for each Business Opportunity, and (ii) a specific description of the applicable Services (including without limitation the type, quantity, and scope of the Services) included within the Business Opportunity. It is Partner's

responsibility to ensure that Entity Data actually receives the Referral Form and Entity Data will not be responsible for any errors in transmission or other factors affecting Entity Data's receipt of the Referral Form, regardless of whether such errors or other factors were within Entity Data's reasonable control.

4.4 If the same Business Opportunity is submitted by multiple Partners prior to Entity Data entering into a qualified contract with such Business Opportunity, then Entity Data will determine in its sole discretion which person or company should be eligible for commissions associated with such Business Opportunity. In making such determination, Entity Data will consider the strength of the Business Opportunity submitted by each such Partner and/or Partner's assistance in concluding a qualified contract for the customer or third party identified in the Referral Form.

4.5 A "Qualified Opportunity" includes any Business Opportunity that satisfies all of the following criteria:

(a) Entity Data has provided written notice to Partner that it has accepted the Business Opportunity;

(b) The customer or third party identified in the Referral Form has ordered the applicable Service specified in the Business Opportunity,

(c) The Services are ordered in the customer or third party's name and contains complete, accurate, and current billing and contact information,

(d) Partner provides reasonable assistance to Entity Data in concluding a qualified contract, including the provision of all non-confidential information reasonably requested by Entity Data,

(e) Entity Data enters into a qualified contract (each, a "Qualified Contract") with the customer or third party identified in the Referral Form (each, a "Subscriber"),

(f) Subscriber implements and maintains the Services ordered for a minimum of ninety (90) consecutive calendar days and Subscriber pays for a minimum of two (2) full months of the Services.

4.6 All orders for Services placed by Subscribers are subject to credit approval, availability, and other Entity Data terms and conditions. Entity Data, in its sole discretion, may accept or reject any orders from any Subscriber.

4.7 With respect to the Services, Subscribers shall pay Entity Data according to Entity Data’s then-prevailing standard rates and such services will be provided to the Subscribers pursuant to Entity Data’s then-applicable standard terms and conditions located at http://www.entitydata.com.au/Terms_and_Conditions.pdf unless the parties mutually agree upon an alternate arrangement. Any service warranty in a contract with a Subscriber referred by Partner hereunder will be for the sole benefit of the Subscriber and not Partner.

4.8 Subject to and in accordance with the Terms and Conditions, Entity Data will pay Partner commissions on monthly recurring revenue (“MRR”) on each Qualified Opportunity for the initial term of the Qualified Contract (e.g., 12 months) and may continue to pay commissions at the below rates, throughout the term of subsequent Qualified Contracts, provided the agreement is renewed by Partner and Entity Data and Partner remains in the program.

HOSTING PARTNER TIER:	MONTHLY COMMISSION PAYMENTS:
Affiliate	10% of MRR
Silver	15% of MRR
Gold	18% of MRR

4.9 Commissions will only be paid on MRR for Qualified Opportunities actually received by Entity Data from each Subscriber under a Qualified Contract and will not be paid on any amounts under Qualified Contracts where Entity Data issues a refund or credit pursuant to Entity Data’s Service Level Agreement. In addition, commissions will not be paid on one time fees (such as setup fees) or any sales, use, or gross receipts tax

imposed by any international, federal, state, municipal, or other governmental authority. In order for Partner to be eligible for commissions, the Subscriber account must be current and in good standing with Entity Data at the time of payment. No commissions will be paid for Subscriber accounts that are past-due or for Qualified Contracts that are cancelled before the conditions for Subscribers or commissions are met. Entity Data reserves the right to revise the commissions at any time with 30 days written notice.

4.10 Commissions will not be paid for Qualified Opportunities established through any channels other than as described herein. Commissions will be sent quarterly to Partner within thirty (30) days following completion of the preceding quarter in which the conditions for payment of the commissions as described herein are met. Upon request, Entity Data agrees to provide reasonable access to financial statements associated with a Subscriber to resolve any questions or disputes regarding compensation or other billing related issues.

4.11 Except where the Terms and Conditions are terminated by Entity Data as a result of Partner’s breach (in which case commissions will immediately terminate), Entity Data’s obligations to pay Partner commissions under this Section 4 will continue for a maximum period of twelve (12) months following the expiration or termination of the Terms and Conditions, provided that Partner remains in compliance with the surviving terms of the Terms and Conditions

4.12 Partner shall bear all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated or imposed on it as a result of the existence or operation of any commissions it receives or related in any way to the Hosting Partner Program, including any income, sales, or use tax on profits which may be levied against it.

4.13 Partners in the referral Hosting Partner Program at Silver and Gold Tier, shall display the appropriate Entity Data Partner Logo relevant to their Partner

Tier on the Partner website with a link to the Entity Data Website or the Partner Referral Link at all times throughout the length of this contract. Failure to display the appropriate Partner Logo in a prominent position on the Partner website will disqualify the Partner for Silver or Gold tier and Partner will be paid commissions at the Affiliate tier rate. Entity Data in our sole discretion will determine if the Partner Logo placement is considered prominent.

4.13 Partners in the referral Hosting Partner Program are required to make a minimum number of referrals per year to remain in the program, at the relevant Partner Tier.

HOSTING PARTNER TIER:	MINIMUM REFERRALS [1 YEAR]
Affiliate	1
Silver	2
Gold	3

5. Reseller Terms and Conditions.

If Partner is approved by Entity Data to participate in the Reseller program, then the following additional terms and conditions contained in this Section 5 will apply to the resale of Entity Data Services by Partner.

5.1 Entity Data hereby grants to Partner the non-exclusive right, for the term that the Terms and Conditions are in effect, to promote, distribute, and resell the Services to End Users on a stand-alone basis or as part of a bundled or integrated solution with other computer programs and services or as enhancements thereof. For the purposes of this Section 5, “End User” means a third party that desires to acquire the Services for its own use, rather than for resale or distribution. Except as expressly permitted herein, Partner will not authorise or appoint, unless expressly authorised in writing by Entity Data, any dealers, agents, representatives, subcontractors, or other third parties to resell, promote, market, or provide the Services. Partner acknowledges that its right to promote, distribute, and resell the Services and

the other rights granted in this Section 5 are not exclusive and that Entity Data may exercise the same or similar rights [either itself or through third parties]. Nothing in this Section 5 will confer any individual rights upon any End Users, whether arising out of the Terms and Conditions or any other Entity Data terms and conditions, including without limitation Entity Data's service level agreement. Entity Data will have no liability to End Users under these Terms and Conditions or based on any contractual relationship between Partner and End User.

5.2 Partner shall promote, distribute, and resell the Services and perform its other obligations hereunder in accordance with the highest professional standards and all applicable laws.

5.3 Entity Data will further make reasonably available to Partner any training and support services with respect to the Services that are then-currently available from Entity Data to other Partners.

5.4 Partner may order Services from time to time consistent with Entity Data's then-current accepted purchasing practices. Entity Data will, in its sole discretion, accept or reject such Services orders for any or no reason. Entity Data will provide the Services as set forth in Entity Data's then-applicable standard terms and conditions located at http://www.entitydata.com.au/Terms_and_Conditions.pdf unless the parties mutually agree upon an alternate arrangement.

5.5 Partner agrees that it will be responsible and legally liable under the Terms and Conditions for the actions of its End Users related to any Services ordered by Partner. Partner is fully responsible and liable for all acts and omissions of End Users, and any act or omission by any End User that would be a breach of these Terms and Conditions will be deemed to be a breach of these Terms and Conditions by Partner. Partner will notify Entity Data immediately upon discovery of any unauthorised use of the Services, or any

other breach of any Entity Data terms and conditions by an End User and will reasonably cooperate with Entity Data in the investigation and prosecution of such unauthorised use.

5.6 Partner will bear all responsibility and risk associated with collections from End Users for the Services ordered by Partner, including without limitation any bad debts from End Users. Partner shall pay Entity Data for all Services procured by Partner hereunder regardless of whether an End User pays the fees due pursuant to its contractual arrangement with the End User related to any Services ordered by Partner. Partner shall be responsible for collecting from End Users and paying to the appropriate taxing authorities all applicable sales or use taxes in connection with the sales of the Services to End Users. Entity Data will invoice Partner monthly for all implementation, consulting, and support services and Services billed on a non-recurring basis and all MRR. Partner shall pay any undisputed amounts within fourteen (14) days following receipt of such invoice.

5.7 As between Entity Data and Partner, all right, title, and interest in and to the ownership of the Services, documentation, and any other proprietary materials provided by Entity Data to Partner ("Entity Data Licensed Materials") in connection with the Services [or derivative works thereof], including without limitation any and all intellectual property or proprietary rights associated with the Entity Data Licensed Materials, will remain at all times exclusively with Entity Data and Partner will not acquire any rights in the Entity Data Licensed Materials other than as expressly granted in this Agreement. All rights not specifically granted to Partner hereunder are reserved to Entity Data. To the extent Partner has or later obtains any intellectual property or other proprietary rights or interest in the Services [or any derivative works thereof], by operation of law or otherwise, Partner hereby disclaims such rights and interest and hereby assigns and transfers such rights and interest exclusively to Entity Data.

5.8 Partner shall keep Entity Data reasonably informed with respect to general market conditions affecting the distribution of the Services. Partner shall further keep Entity Data reasonably informed of any problems encountered with the Services of which Partner is aware and as to any resolutions arrived at for those problems, including without limitation any modifications or improvements to the Services. Upon Entity Data's request from time to time, Partner shall furnish Entity Data such additional information or reports regarding the Services as Entity Data may reasonably request.

5.9 Partners in the reseller Hosting Partner Program are required to make a minimum number of sales per year to remain in the program, at their relevant Partner Tier.

HOSTING PARTNER TIER:	MINIMUM SALES [1 YEAR]
Affiliate	1
Silver	2
Gold	3

6. Partner's Representations and Warranties.

Partner hereby represents and warrants to Entity Data that:

(a) the information submitted by Partner to Entity Data is true and correct in all material respects,

(b) Partner will not make any representations concerning the Services of Entity Data except those that have been approved or published by Entity Data,

(c) Partner will not distribute any documents or materials describing the Services or Entity Data except those that have been approved or published by Entity Data,

(d) any information provided to potential customers, end users, or other third parties about Entity Data will be accurate and will reasonably reflect a real and legitimate business opportunity for Entity Data,

(e) Partner will not make any statement, or take any action, that could reasonably be expected to reflect poorly on Entity Data or on the reputation of Entity Data or its products and services, and

(f) Partner has obtained from any potential customers, end users, or other third parties any and all approvals and permissions that are necessary for Partner to submit information regarding such potential customers, end users, or other third parties to Entity Data.

7. Entity Data's Acceptable Use Policy.

Partner will abide by and utilise the Hosting Partner Program, Entity Data's products and services, and Entity Data's web site, only in accordance with Entity Data's Acceptable Use Policy located at http://www.entitydata.com.au/Acceptable_Use_Policy.pdf ["Acceptable Use Policy"], as such Acceptable Use Policy may be modified from time to time. The Acceptable Use Policy is hereby incorporated herein and made a part hereof by this reference. Partner shall familiarize itself with the Acceptable Use Policy and periodically access Entity Data's web site to determine if Entity Data has made any changes thereto.

8. Entity Data Intellectual Property.

8.1 Entity Data's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Entity Data. Except as otherwise provided in these Terms and Conditions, Partner may not use any of the foregoing in any manner without the prior written consent of Entity Data.

8.2 Any feedback, data, information, answers, questions, comments, suggestions, improvements, modifications, ideas, or the like which Partner sends to Entity Data relating to any products or services provided by Entity Data will be treated as being non-confidential and non-proprietary. Entity Data may use, disclose, or publish any ideas, concepts, know-

how, or techniques contained in such information for any purpose whatsoever.

9. Disclaimer of Warranties.

Except where expressly provided in Entity Data's then-applicable standard terms and conditions located at http://www.entitydata.com.au/Terms_and_Conditions.pdf Entity Data makes no representations or warranties whatsoever to Partner regarding the Services and, to the extent permitted by applicable law, Entity Data disclaims any and all other express or implied warranties or conditions not expressly stated herein including, without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. Limitation of Liability.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR A BREACH OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, NEITHER PARTY WILL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THESE TERMS AND CONDITIONS, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. IN NO EVENT WILL ENTITY DATA'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR RELATED TO THE HOSTING PARTNER PROGRAM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11. Indemnification.

11.1 Partner shall defend, indemnify, and hold harmless Entity Data, its affiliates, and their respective present, former, and future officers, directors, employees, and agents, and their respective heirs, legal representatives, successors, and assigns (collectively, "Entity Data Indemnities") from and against any and all losses, damages, costs, liabilities, and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) that any of the Entity Data Indemnities may suffer, incur, or sustain resulting from or arising out of (i) Partner's breach of any representation, warranty, or covenant contained in these Terms and Conditions, (ii) services provided by Partner to any Entity Data customer, and (iii) claims or actions of third parties alleging unfair or deceptive trade practices or false advertising in connection with statements or claims made by Partner pertaining to Entity Data's services.

11.2 Entity Data shall defend, indemnify, and hold harmless Partner, its affiliates, and their respective present, former, and future officers, directors, employees, and agents, and their respective heirs, legal representatives, successors, and assigns (collectively, "Partner Indemnities") from and against any and all losses, damages, costs, liabilities, and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) that any of the Partner Indemnities may suffer, incur, or sustain arising out of any third party claim alleging that the Services as provided by Entity Data infringe any third party's intellectual property rights.

12. Confidentiality.

12.1 "Confidential Information" means all technical, business and other information of a party that is not generally known to the public, that derives value, economic or otherwise, from not being generally known to the public or to other persons who can obtain value from its disclosure or use, and which information is subject to

efforts that are reasonable under the circumstances to maintain the secrecy thereof.

12.2 Each party will not, without the prior written consent of the other party, use or disclose to any Person any Confidential Information of the other party disclosed or made available to it, except for use of such Confidential Information as required in connection with the performance of its obligations or use of the Services hereunder. Each party will treat the Confidential Information of the other party as secret and confidential, limit access to the Confidential Information of the party to those of its employees who require it in order to effectuate the purposes of these Terms and Conditions, and not disclose the Confidential Information of the other party to any other Person without the prior written consent of the other party. Each party acknowledges that disclosure of any aspect of the Confidential Information of the other party will immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, will entitle the other party to injunctive or other equitable relief.

12.3 The following will not be considered Confidential Information:

- (a)** any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party,
- (b)** any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure,
- (c)** any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party,
- (d)** any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure, or

(e) any information that, two years after the exchange of such the Confidential Information, does not constitute a trade secret under applicable law.

13. Miscellaneous.

13.1 Governing Law. The validity and effect of these Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the state of Queensland, without giving effect to principles of conflicts of laws which would lead to the application of the laws of another jurisdiction. Any action or proceeding arising out of this Agreement must be brought exclusively in the state or courts in the state of Queensland and each party hereby consents to the jurisdiction of and venue in such courts for the resolution of any such action or proceeding.

13.2 Dispute Escalation. The parties shall use reasonable efforts to resolve any breach relating to this Agreement through good faith negotiations and dispute escalation prior to either party taking any legal action with respect to such breach, except that either party may seek immediate injunctive relief or any alleged or perceived violation of the other party's obligations with respect to Confidential Information. Such dispute escalation will involve senior representatives nominated by each party and, if reasonably required, ultimately include the executive management of each party if necessary. Only if such aforementioned dispute cannot be resolved through such dispute escalation within thirty (30) days from the expiration of the applicable cure period, would legal action be taken by either party to enforce its rights hereunder.

13.2 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, without limitation, acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections, or acts of terrorism.

13.3 Headings. The headings herein are for convenience only and are not part of these Terms and Conditions.

13.4 Notices. All notices and demands required or contemplated hereunder by one party to the other will be in writing and will be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers (i) for Partner, the address listed on the Partner Application Form, and (ii) for Entity Data, as designated on Entity Data's web site for the giving of notices. Either party may change its address or facsimile number for purposes of these Terms and Conditions by notice in writing to the other party as provided herein.

13.5 Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of these Terms and Conditions will constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

13.6 Assignment. Partner may not assign or transfer its right or obligations under these Terms and Conditions without the prior written consent of Entity Data. Any attempted assignment in violation of the foregoing provision will be null and void and of no force or effect whatsoever. Entity Data may assign its rights and obligations under these Terms and Conditions, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Partner. These Terms and Conditions will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.7 No Third Party Beneficiaries. Except as expressly stated herein, nothing in these Terms and Conditions will confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

13.8 Limitation of Actions. No action, regardless of form, arising by reason of or in connection with these Terms and Conditions may be brought by either party more than two years after the cause of action has arisen.

13.9 Entire Agreement; Severability. These Terms and Conditions set forth the entire agreement and understanding between the parties as to the subject matter contained herein and supersede all prior discussions, agreements, or understandings, and is not intended to confer upon any other person other than the parties any rights or remedies hereunder. If any provision contained herein is deemed unenforceable, the remainder will not be affected and will be enforced to the greatest extent permitted by law.