

# PARTNER TERMS

Applicable from 11 February 2025

PLEASE READ THESE PARTNER TERMS ("PARTNER TERMS") CAREFULLY BEFORE PARTICIPATING IN ANY PARTNER PROGRAMME OFFERED BY .LEGAL A/S (.LEGAL"). BY ACCEPTING THESE PARTNER TERMS, YOU ("YOU" OR "PARTNER") AGREE TO ABIDE BY THESE TERMS. THESE PARTNER TERMS, INCLUDING ANY SCHEDULES AND APPENDICES HERETO, WRITTEN OR ORAL, CONSTITUTE THE ENTIRE PARTNER AGREEMENT BETWEEN .LEGAL AND YOU AS A PARTNER (TOGETHER "THE PARTIES" OR "BOTH PARTIES") WITH RESPECT TO ITS SUBJECT MATTER. USE OF .LEGAL'S ONLINE SERVICES (.LEGAL'S ONLINE SERVICES" OR "ONLINE SERVICES") ARE FURTHER SUBJECT TO .LEGAL'S [TERMS OF SERVICE](#) AVAILABLE ON .LEGAL'S WEBSITE.

If you are accepting these Partner Terms on behalf of a company, principal, municipality, or another entity, the following conditions apply:

- i) These Partner Terms are between .legal and the respective entity.
- ii) By accepting these Partner Terms, you confirm that you have the authority to legally bind the entity to these Partner Terms.
- iii) Your acceptance of these Partner Terms will legally bind the entity to the terms and conditions outlined herein.

## **Purpose of the Partner Programme**

These Partner Terms define the framework for the partnership between .legal and you, the Partner, enabling you to engage with third-party customers in connection with .legal's Online Services. The nature of your engagement may vary and can include activities such as referring potential customers, promoting .legal's solutions, facilitating sales, or providing implementation and support services.

By agreeing to these Partner Terms, you acknowledge and accept the rights, responsibilities, and benefits associated with the programme, in accordance with your role as a Partner.

## **1 RELATIONSHIP OF THE PARTIES**

- 1.1 The Parties agree to collaborate in relation to .legal's Online Services, which may include activities such as marketing, sales, implementation, or support, depending on the nature of the partnership.
- 1.2 The Parties are independent contractors, and this partnership is non-exclusive. The Partner is free to promote similar services from other providers, and .legal may also engage with multiple Partners.

## **2 BENEFITS OF THE PARTNER PROGRAMME**

- 2.1 As part of this partnership, .legal offers a variety of benefits under the Partner Programme. These benefits are detailed in the following:

- **Exclusive Webinars:** Stay up to date with partner-only webinars covering new features, best practices, and industry trends to keep you ahead.
- **Product Roadmap Access:** Gain exclusive insights into our roadmap, helping you plan and align with upcoming features and enhancements.
- **Dedicated Support:** Receive expert assistance from our team, including technical support, troubleshooting, and guidance.
- **Sandbox/Demo Environments:** Access free sandbox/demo environments to showcase the platform's capabilities to potential clients without impacting live data.
- **75% Discount on Your Own License:** Enjoy a 75% discount on your company's own environment, making it easier to experience the platform firsthand.
- **Extended Trial Periods:** Offer your customers 90-day trials to support their onboarding and engagement with the platform.
- **Partner Recognition:** Get featured on our website with your name, logo, and a short description of how you can assist as a partner.
- **Commission Opportunities:** Opt in to earn attractive commission on referred customers, creating an additional revenue stream for your business.

### 3 THE PARTNERSHIP MODEL

- 3.1 The .legal Partner Programme incorporates a partnership ladder structure, with different partnership levels based on the engagement from the Partner.
- 3.2 Each partnership level is achieved individually for each customer and applies independently, with specific obligations, responsibilities, and commission structures assigned to each level.
- 3.3 The partnership level, activation criteria, and obligations are outlined in the following table, whereas the obligations for each partnership level are cumulative.

Partnership level	Activation	Obligations
<b>Referral Partner</b> (Level 1)	Achieved when the Partner refers a potential customer who signs up for a paid plan of .legal Online Services.	The Partner must actively promote .legal's services and refer qualified leads by providing accurate and relevant lead information.
<b>Sales Partner</b> (Level 2)	Achieved when the Partner actively drives the sales process from lead generation to closing a sale of .legal Online Services.	The Partner is responsible for marketing and selling .legal's products to third-party customers. This includes providing pre-sales assistance and addressing initial customer inquiries to ensure a smooth purchasing experience. The Partner is also expected to stay informed about product updates and

		improvements. The Partner may optionally assume account management and additional sales responsibilities or delegate them to .legal.
<b>Solution Partner (Level 3)</b>	Achieved when the Partner incorporates .legal Online Services into their own offerings, sells a paid subscription, and provides initial implementation and onboarding.	The Partner shall provide initial onboarding, implementation, and training services to facilitate a successful transition to .legal's products and services. In collaboration with .legal, the Partner must ensure a seamless handover process for ongoing customer support.
<b>Service Partner (Level 4)</b>	Achieved when the Partner takes full responsibility for the customer journey, including sales, onboarding, implementation, ongoing customer support, and account management, with .legal acting solely as the product provider.	The Partner shall deliver comprehensive end-to-end managed services. The Partner is responsible for fully managing customer support and communication, with .legal acting solely as the product provider. The Partner must also maintain ownership of the customer relationship and ensure a high standard of service quality.

#### 4 COMMISSION STRUCTURE AND PAYMENT

- 4.1 The Partner is entitled to commission based on the partnership level activated for each individual customer. Commission rates are agreed upon separately between the parties.
- 4.2 The commission will commence on the day the customer subscribes to a paid product plan from .legal, and will be eligible for customers who remain actively subscribed for at least one billing cycle.
- 4.3 Commissions will be calculated on a quarterly basis, based on the Partner's portfolio of customers at .legal. The commission amount will be determined by each customer's total revenue for the preceding calendar quarter. For the first quarter of the partnership, commissions may be prorated based on the actual period of engagement
- 4.4 Payments will be made quarterly to the Partner, and the Partner shall receive their commission within 30 days following the end of each quarter, provided that .legal has received full payment from the respective customers. Any applicable taxes or deductions will be applied to the commission before payment.
- 4.5 At the end of each quarter, .legal will provide the Partner with a commission statement detailing the calculated commission based on the Partner's portfolio of customers. The Partner shall issue an invoice to .legal based on this statement, and payment will be processed in accordance with the agreed payment terms. If a customer fails to make payment, delays payment, or cancels their subscription, no commission will be due to the Partner for that customer.

#### 5 GENERAL OBLIGATIONS FOR PARTNERS

- 5.1 The Partner agrees to promote, use and support .legal's Online Services to third-party customers in an ethical and professional manner.

- 5.2 The Partner shall comply with all applicable laws and regulations in delivering services using .legal's Online Services and shall protect customer data accordingly.
- 5.3 If the Partner uses .legal's brand or logo in their marketing materials, the Partner agrees to follow .legal's brand guidelines and ensure that .legal's brand is represented accurately and consistently. .legal reserves the right to review and approve any use of its brand or logo by the Partner.

**6 .LEGAL'S OBLIGATIONS**

- 6.1 .legal declares and warrants that its Online Services comply with applicable laws and regulations and meet industry standards for data protection and security.
- 6.2 .legal will provide the Partner with appropriate training and assistance regarding the use, marketing, implementation, and support of the Online Services. .legal will also keep the Partner informed of new features, updates, or changes to the Online Services.
- 6.3 .legal will provide the necessary materials and resources for the marketing of the Online Services, including presentation materials, technical documentation, and pricing information.

**7 COPYRIGHT AND OWNERSHIP**

- 7.1 The Partner acknowledges that the Online Services and related documentation are the property of .legal and/or licensed by third parties. The Partner shall not acquire any rights to the Online Services beyond what is expressly stated in these Partner Terms.
- 7.2 .legal retains all rights, title, and interest, including all intellectual property rights, in and to .legal's Online Services and any updates, upgrades, improvements, modifications, enhancements, or derivative works thereof, whether or not they are based on feedback, suggestions, or ideas provided by the Partner. Any feedback, suggestions, ideas, or other information or materials regarding .legal or the .legal's Online Services that the Partner provides, whether by email, posting through our services, or otherwise, are non-confidential and .legal will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to the Partner.
- 7.3 The Partner retains all rights, title, and interest in their own intellectual property brought into the partnership.
- 7.4 Both parties are permitted to utilise any general knowledge, skills, and techniques related to the Online Services acquired during the partnership.

**8 WARRANTIES AND DISCLAIMERS**

- 8.1 .legal represents and warrants that they have the lawful authority to offer the Online Services under these Partner Terms, and that the Online Services will function in substantial accordance with the relevant specifications provided by .legal.
- 8.2 .legal disclaims all other warranties, express or implied, to the maximum extent permitted under applicable law, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 9 TRANSFER OF RIGHTS AND OBLIGATIONS

- 9.1 Either .legal or Partner may, at any time, assign its rights or obligations under this Agreement to any third party without the prior consent of the other party. Upon such assignment, the assigning party shall provide written notice to the other party as soon as practicable following the effective date of the assignment.
- 9.2 Such assignment shall not relieve the assigning party of its obligations under this Agreement, and the assigning party shall remain liable for any past due amounts owed to the other party, if any, at the time of the assignment.
- 9.3 Upon receiving notice of the assignment, the non-assigning party shall have a 30-day period to evaluate the assignee. If, within this period, the non-assigning party reasonably determines that the assignee is unable to fulfill the obligations under this Agreement, or that the assignee's intentions or capabilities are not compatible with the non-assigning party's business interests, the non-assigning party may terminate this Agreement by providing a 30-day written notice to the assigning party.

## 10 CONFIDENTIALITY

- 10.1 Both Parties agree to treat all information received from the other Party during the partnership as confidential. This information shall only be used for the purpose of carrying out the partnership, including the sharing of information regarding potential clients.
- 10.2 Each Party shall take appropriate measures to protect the confidential information against unauthorised access, use, or disclosure. These measures shall at least be of the same level of security that the Party uses to protect its own confidential information, but no less than a reasonable degree of care.
- 10.3 Notwithstanding the above, the Parties may share information which is required for the performance of this Partnership, provided the information is shared on a 'need-to-know' basis and the recipient of such information is bound by confidentiality obligations no less stringent than those set out in these Terms.
- 10.4 The obligations of confidentiality shall not apply to any information which:
- i) Was known to the recipient before the information was disclosed by the discloser;
  - ii) Becomes publicly known through no fault of the recipient;
  - iii) Is received by the recipient from a third party without a duty of confidentiality;
  - iv) Is independently developed by the recipient without reference to the confidential information of the discloser.
- 10.5 The Parties shall maintain the confidentiality of the received information for the duration of the partnership and for a period of 5 years following the termination of these Partner Terms, with the exception of trade secrets or other information that may enjoy a longer or indefinite confidentiality period under applicable law, or unless a longer period is agreed upon in writing by both Parties.
- 10.6 Subject to the confidentiality obligations, both Parties may publicly disclose the existence of their partnership and use the other Party's brand assets for promotional purposes related to the partnership without prior written consent. Provided that any such use shall be in accordance with the other Party's

standard trademark usage guidelines and shall not present the other Party in a derogatory or negative manner.

## **11 DATA PROTECTION**

11.1 The Parties shall comply with applicable data protection legislation and implement appropriate technical and organisational measures to protect personal data processed in connection with these Partner Terms.

## **12 LIABILITY AND INDEMNIFICATION**

12.1 The Partner agrees to indemnify and exempt .legal from liability for any claims, losses, damages, or expenses arising from the Partner's actions or omissions in connection with the delivery of the Partner's services to their customers.

12.2 .legal shall not be held liable for any representations, warranties, advice, or commitments made by the Partner to third-party customers. The Partner acknowledges that it operates independently and shall be solely responsible for ensuring compliance with any legal, regulatory, or contractual obligations related to its services.

12.3 Neither party shall be liable to the other party for loss of profits, indirect losses, or consequential damages, whether based on contract, tort, or other legal basis.

## **13 TERM AND TERMINATION**

13.1 These Partner Terms shall become effective upon the Partner's enrolment in the program and shall continue until terminated by either party with 90 days' written notice to the other party.

13.2 Upon termination, and at the request of the other Party, each Party shall delete or destroy all copies of the other Party's Confidential Information and certify in writing to the other Party that such Confidential Information has been deleted or destroyed. However, each Party shall be permitted to retain a copy of such Confidential Information to the extent required by law or any applicable governmental or regulatory authority. Any other retained Confidential Information of the other Party should continue to be treated as confidential as per the obligations outlined in these Partner Terms.

13.3 Upon termination, the Partner will lose all associated partner benefits, including but not limited to future revenue shares, discounts, support privileges, and access to partner resources. However, the Partner shall retain the right to receive any payments or commissions already earned for sales completed prior to termination, as well as for an additional period of 36 months, unless the termination is due to a material breach of these Partner Terms.

13.4 Upon termination, both parties shall act in good faith to facilitate a smooth transition of any ongoing customer relationships and ensure minimal disruption to customers.

#### **14 DEFAULT AND REMEDIES**

- 14.1 In the event of a material breach of these Partner Terms by either Party, the non-breaching Party may provide written notice to the breaching Party, outlining the nature of the breach and requesting its rectification within 14 days.
- 14.2 If the breaching Party does not rectify the breach within the period specified in the notice, or if the breach is not capable of being rectified, the non-breaching Party may, at its discretion and without prejudice to any other rights or remedies it may have, i) terminate these Partner Terms immediately by giving written notice to the breaching Party; or ii) seek such legal or equitable remedies as may be available. Notwithstanding the above, in the event of repeated breaches of these Partner Terms by the Partner, .legal reserves the right to suspend access to the Online Services until such issues are resolved.

#### **15 FORCE MAJEURE**

- 15.1 Neither party shall be in breach of these Partner Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Partner Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

#### **16 GENERAL PROVISION**

- 16.1 Any amendments or additions to these Partner Terms shall be in writing and accepted by both parties to be binding.
- 16.2 These Partner Terms shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflict of laws provisions. Any dispute or claim arising from these Partner Terms shall first be attempted to be resolved through negotiations between the Parties. If a resolution cannot be reached in this manner, the dispute shall be brought before the ordinary Danish courts. Both Parties agree that any claims or lawsuits arising from the use of the Online Services or these Partner Terms must be filed within a specific timeframe as prescribed by applicable Danish legislation

#### **17 CHANGES TO PARTNER TERMS**

- 17.1 .legal reserves the right to change these Partner Terms at any time. .legal will notify the Partner of significant changes at least 90 days before the changes come into effect. If the Partner does not agree with the changes, they may terminate their participation in .legal's Partner Programme in accordance with these Partner Terms.