

Totara Marketplace - Content Order Form ('Order')

Totara Learning (Europe) Limited

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Date: DD/ MM/ YYYY

Partner

Partner Name	
Partner Contact	
Partner Contact Email	
Invoice Email	

Customer

Customer Name	
Customer Contact	
Customer Contact Email	
Customer Totara Site URL	

Order Detail

Marketplace Provider	
Product Description ('Content')	
Number of Users	
Activation Date	
Length of initial subscription term ('Initial Subscription Term')	(min 12 months)
Currency (GBP/ USD/ EUR)	

Annual Fee (Price to Customer)	
Partner Revenue Share	
Fee Payable by Partner to Totara Learning (the ' Content Fee ')	
Date of expiration of quote	
Link to Marketplace Provider end-user licence terms (' Marketplace Provider EULA ')	[<i>insert link if applicable</i>]
Any special terms	[<i>insert if applicable</i>]

Additional terms and interpretation

This Order forms part of the Totara Platform Alliance Partner Agreement between Totara Learning and the Partner dated [*insert date*] (the '**APA**').

Defined terms used in this Order are, unless otherwise stated, those as set out in the APA.

The provisions in this Order shall apply to the exclusion of any other terms that the Partner seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

In order to place an Order the Partner shall ensure that the Customer has an active Product License and Subscription Agreement in place with Totara Learning, in accordance with the Partner's obligations under the APA.

As between the Partner and Totara Learning, the Partner is responsible for the Customer's compliance with the Marketplace Provider EULA, and the Partner shall ensure that the Customer has reviewed and shall comply with the Marketplace Provider EULA. Totara Learning has no liability to the Partner for any non-compliance by the Customer with the Marketplace Provider EULA.

The Content subscription term commences on the Activation Date and shall continue until the end of the Initial Subscription Term and the Content subscription term automatically extends for a period of 12 months (each an '**Extended Subscription Term**') at the end of the Initial Subscription Term and at the end of each Extended Subscription Term. The Partner may give written notice to Totara Learning not later than 90 days before the end of the Initial Subscription Term or the relevant Extended Subscription Term, to terminate the Content subscription term and this Order at the end of the Initial Subscription Term or the



relevant Extended Subscription Term, as the case may be. The Initial Subscription Term and the Extended Subscription Term are together the '**Subscription Term**'.

The Content Fee is payable by the Partner yearly in advance unless otherwise agreed in writing by Totara Learning. The payment for first 12 months of the Subscription Term must be made by the Partner before the Activation Date. The payment for each subsequent 12 month period during the Subscription Term must be made by the Partner prior to the relevant anniversary of the Activation Date.

If any Content Fee or other fee due under this Order is not paid by the Partner by the relevant payment date then Totara Learning reserves the right to cancel the Customer's subscription to the Content under this Order, and terminate this Order, with no liability to Totara Learning. Termination of this Order for any reason shall not affect the Partner's obligation to pay any Content Fees validly due under this Order.

In the event of any conflict between the provisions of this Order and the APA, the provisions of the APA shall prevail.

To accept this Order as part of the APA, please sign below and return before the expiration date indicated above.

Accepted:

TOTARA LEARNING		PARTNER	
By:		By:	
Name:	Lars Hyland	Name:	
Title:	CLO	Title	
Date:			

