



WiLS Partnership Agreement

Updated May 2022

This agreement is between:

WiLS
1360 Regent St. #121
Madison, WI 53715

[Company Name]
[Company Street]
[Company City, State, Zip]

Hereby enter into the following agreement:

In this agreement, the vendor listed above will be referred to as "Licensor".

Licensor will provide full access to e-resources to which WiLS members subscribe, including product upgrades and additional content, to participating WiLS members during the agreed term of the subscription.

For renewals, Licensor will provide WiLS with Licensor's current year pricing and standard package discount schedule upon request at least 90 days in advance of subscription start date. If requested pricing is not received within 60 days of the subscription start date, WiLS will assume there is no price increase over the previous subscription year, and will pay Licensor accordingly. WiLS reserves the right to notify members of price increases it deems excessive (anything more than 4% over the previous year's prices). Once a WiLS member agrees to subscription terms and a quoted product price, that price cannot be increased.

If changing or upgrading products that will result in significant price changes, Licensor should notify WiLS six months before such changes go into effect. This will allow WiLS to communicate such changes to members early on to help with a smoother transition.

Licensor shall not disclose to third parties, without WiLS' prior written consent: Terms and Conditions, ordering information, identity of customers or volume of services. Discounts or commissions will be outlined in Schedule A.

WiLS will be responsible for the billing and collection of all fees from participants and will provide payment to Licensor within 60 days after invoice date or 30 days after the subscription starts, whichever is later. Invoices to WiLS will be paid via credit card. While WiLS makes every effort to return renewal decisions from members in a timely fashion, members are subject to a number of budget constraints outside of their or WiLS' control. WiLS is under no obligation to provide advanced notice of subscription cancellation before the current subscription end date. WiLS does not recognize subscription auto-renewals; renewal decisions must be provided yearly and in the absence of a renewal decision, the subscription will not renew.

Once a member has subscribed, all communication about renewals should go through WiLS. Members may communicate with Licensor at their own discretion.

WiLS will make a diligent and timely effort to promote to their members these products and offers. Such promotion includes, but is not limited to, mention in newsletters, emails to members and a presence on the WiLS website.

WiLS will provide Licensor with a complete list of members, (addresses, telephone numbers, main contact person and email addresses), who will be accessing the service, with complete access information including IP address for each member.

Licensor will provide standard list pricing when available for all products sold through WiLS. WiLS will NOT post Licensor's pricing information on any publicly viewable website.

WiLS acts as an agent for its members and assumes no legal or contractual responsibility with regard to guaranteed sales or revenue volume. WiLS will sign license agreements with Licensor on members' behalf and reserves the right to negotiate terms of license agreements with Licensor.

This agreement automatically renews at one-year intervals on the signature date below, unless terminated by either party as outlined below.

This agreement may be terminated by either party within thirty days of written notification by the other party. Any commission due to WiLS at termination shall be paid within 60 business days of that termination.

Alterations to this license are only valid if they are recorded in writing and signed by both parties.

Accepted:

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Signature of Licensor		Signature of WiLS	
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Print or type name of above		Print or type name of above	
<hr/>		<hr/>	
Title	Date	Title	Date

Schedule A:

Commission or Discount Schedule (**with terms of Discount**):