

This front sheet and the attached terms and conditions set out the basis on which you [name of partner] agree to become a member of the Vevox Partner Program and we (Auga Technologies Limited) agree to support you as a member of the Program.

By signing this front sheet you agree to be bound by the terms and conditions and you warrant that you meet and will continue during your time as a member of the Program to meet the Qualifying Criteria as defined in the terms and conditions.

As a member of the Program, you will be entitled to access the Vevox Portal, the password protected area of the Vevox site which includes protected content, advance notice of new Vevox features, hints and tips. Both your log-on credentials and the material accessed by you on the Vevox Portal are our confidential information and you agree to protect them from disclosure as set out in the terms and conditions.

Signed for and on behalf of Auga Technologies Limited

Signed for and on behalf of [name of Partner]

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1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day;
"Confidential Information"	information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information;
"Data Protection Legislation"	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;
"Effective Date"	the date of this agreement;
"EULA"	the subscription agreement for the Vevox Products available at [LINK];
"Intellectual Property Rights"	patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Legislation"	any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party;
"Vevox Portal"	the password-protected area of the Vevox website at [url] which contains content only available to members of the

Partner Program;

“Qualifying Criteria”

the criteria set out in clause 2;

"Year"

the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of this agreement.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 Appointment

- 2.1 You acknowledge that entering into and remaining a member of the Program requires you to comply and demonstrate compliance with each of the Qualifying Criteria, specifically:
 - 2.1.1 You must hold at least one continuous full access subscription for the Vevox Products at all times during the continuance of this Agreement. Any usage statistics will be based on continuous subscriptions.
 - 2.1.2 the named license holder or a nominated internal champion from your company must complete our general and post release training modules as notified to you by Vevox in writing from time to time to our reasonable satisfaction.
 - 2.1.3 Any of your personnel offering on-site support or operating Vevox must have completed the required Vevox training modules, as notified to you by Vevox in writing from time to time
- 2.2 Becoming a member of the Program entitles you to:

- 2.2.1 Any time access to run or demo all features of Vevox with full access licence. This included access to all previous meeting data.
 - 2.2.2 Being listed as 'Certified' on the Vevox site, and being entitled to a link to your own website from the Vevox site;
 - 2.2.3 Access to the Vevox Portal including tips, hints and Vevox media package for branding at events and accredited partner graphics;
 - 2.2.4 Commission on any completed sales by us of Vevox Products completed in accordance with clause 2.3 below;
 - 2.2.5 The opportunity to contribute to Vevox Product roadmap;
 - 2.2.6 Opportunities for cross promotion through social media channels, webinars, guest blogs or case studies on Vevox site and channels as determined by us for the Partner Program from time to time.
- 2.3 Membership of the Vevox Partner Program shall not in general entitle you to resell Vevox Products, without the specific written consent of Vevox. Vevox must be informed of the identity of any potential customer for resale of Vevox Products, and also of their primary contact. Where the sale completes within three months of the introduction by you, you will be entitled to commission of 25% against the invoiced sale price of the Vevox Products.
- 2.4 You shall be entitled to describe yourself as an "Partner Program Member" of Vevox but shall not represent yourself as an agent of Vevox for any purpose, nor pledge our credit or give any condition or warranty or make any representation on our behalf or commit Vevox to any contracts. Further, you may not without our prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of Vevox Products which are inconsistent with those contained in the promotional material supplied by Vevox (including, without limitation, the EULA) or otherwise incur any liability on behalf of Vevox howsoever arising.

3 Partner's undertakings

- 3.1 You undertake that throughout the term of this Agreement that you will and, where applicable, your personnel will, comply with the Qualifying Criteria.

4 Anti-bribery

- 4.1 You shall:
- 4.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 4.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 4.1.3 have and shall maintain in place throughout the term of this agreement your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 4.1.4 promptly report to Vevox any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this agreement;
 - 4.1.5 immediately notify Vevox (in writing) if a foreign public official becomes an officer or employee of you acquires a direct or indirect interest in you and you warrant that you have no foreign public officials as officers or employees or direct or indirect owners at the date of this agreement);
 - 4.1.6 within three months of the date of this agreement, and annually thereafter, certify to Vevox in writing signed by an officer of the Partner, compliance with this clause 4 by the Partner and all persons associated with it and all other persons for whom the Partner is responsible under clause 4.1.3. You shall provide such supporting evidence of compliance as Vevox may reasonably request.
- 4.2 Without prejudice to clause 17.1 you shall ensure that any person associated with you who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause 4 ("**Relevant Terms**"). You shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to Vevox for any breach by such persons of any of the Relevant Terms howsoever arising.
- 4.3 Breach of this clause 4 shall be deemed a material breach, which is irredeemable, under clause 10.2.1 .
- 4.4 For the purpose of this clause 4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 4 a person associated with the Partner includes but is not limited to any subcontractor of the Partner.

5 Intellectual Property Rights

- 5.1 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to Vevox Products belong, and shall belong, to Vevox and/or its licensors.
- 5.2 You shall, at the expense of the Company, take all such steps as Vevox may reasonably require to assist Vevox in maintaining the validity and enforceability of the Intellectual Property Rights of Vevox during the term of this agreement.
- 5.3 Without prejudice to your right or that of any third party to challenge the validity of any of our Intellectual Property Rights, you shall not do or authorise any third party to do any act which

would or might invalidate or be inconsistent with any Intellectual Property Rights of Vevox and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

- 5.4 Vevox makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in Vevox Products and the Trade Marks nor as to whether the same infringe on any Intellectual Property Rights of third parties.
- 5.5 Your rights to use the Vevox Products are as set out in your subscription agreement for the same [a copy of which is annexed to the agreement for ease of reference.]
- 5.6 You may only use Vevox trade marks in the manner set out in the Vevox Partner Program details within the Vevox Portal.
- 5.7 Other than the licences expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this agreement, you shall have no rights in respect of any trade names or trade marks used by Vevox in relation to Vevox Products or their associated goodwill, and you hereby acknowledge that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in Vevox.

6 Confidentiality

- 6.1 Each party may have access to Confidential Information of the other party under this agreement. A party's Confidential Information shall not include information that:
 - 6.1.1 is or becomes publicly known through no act or omission of the receiving party; or
 - 6.1.2 was in the other party's lawful possession prior to the disclosure; or
 - 6.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 6.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 6.2 Subject to clause 6.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 6.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 6.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it

takes into account the reasonable requests of the other party in relation to the content of such disclosure.

6.5 This clause 6 shall survive termination of this agreement for any reason.

7 Protection and processing of personal data

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.2 The parties acknowledge that where you process any personal data on our behalf when performing its obligations under this agreement, Vevox is the controller and you are the processor for the purposes of the Data Protection Legislation.

7.3 Without prejudice to the generality of clause 7.1, Vevox will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to you (or collection of the personal data by you on our behalf) for the duration and purposes of this agreement so that you may lawfully use, process and transfer the personal data in accordance with this agreement on our behalf.

7.4 Without prejudice to the generality of clause 7.1, you shall, in relation to any personal data processed in connection with the performance by you of your obligations under this agreement:

7.4.1 process that personal data only on the documented written instructions of Vevox unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to the Partner and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where you are relying on Applicable Laws as the basis for processing personal data, you shall promptly notify Vevox of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us;

7.4.2 ensure you have in place appropriate technical and organisational measures, reviewed and approved by us, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

7.4.3 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

- (a) Vevox or you have provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) you comply with reasonable instructions notified to you in advance by Vevox with respect to the processing of the personal data;

7.4.4 assist us, at our cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.4.5 notify Vevox without undue delay on becoming aware of a personal data breach;

7.4.6 at our written direction, delete or return personal data and copies thereof to Vevox on termination of the agreement unless required by Applicable Law to store the personal data; and

7.4.7 maintain complete and accurate records and information to demonstrate compliance with this clause 7 and immediately inform Vevox if, in your opinion, an instruction infringes the Data Protection Legislation.

7.5 Vevox does not consent to you appointing any third party processor of personal data under this agreement.

7.6 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

7.7 Without prejudice to the preceding provisions of this clause 7, you shall provide to Vevox on request a copy of all personal data held by you pursuant to this agreement, in the format and on the media reasonably specified by us, and shall promptly inform Vevox if any such data is lost or destroyed or becomes damaged, corrupted, or unusable. You shall restore such data at its own expense.

8 Warranties

8.1 Each party represents, warrants and undertakes that:

8.1.1 it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and

8.1.2 without affecting its other obligations under this agreement, it shall comply with all applicable Legislation in the performance of its obligations under this agreement.

8.2 Any warranties as to the performance of the Vevox Products are as set out in the Schedule.

9 Limitation of liability

9.1 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

9.2 Nothing in this agreement excludes either party's liability:

9.2.1 for death or personal injury caused by that party's negligence; or

9.2.2 for fraud or fraudulent misrepresentation; or

9.2.3 for any other form of liability which may not be excluded or limited by law.

9.3 In respect of either party's liability for any breach of clause 4 (Anti-Bribery); clause 5 (Intellectual Property Rights) and clause 6 (Confidentiality) neither party's liability shall exceed £1 million.

9.4 Subject to clause 9.2 Vevox shall not in any circumstances be liable, whether in tort (including for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

9.4.1 loss of profits; or

9.4.2 loss of business; or

9.4.3 depletion of goodwill or similar losses; or

9.4.4 loss of anticipated savings; or

9.4.5 loss of goods; or

9.4.6 loss of use; or

9.4.7 loss or corruption of data or information; or

9.4.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.5 Other than in relation to any liability under clause 9.2 and 9.3 each party's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the value of the subscription to the Vevox Products held by you.

10 Term and termination

- 10.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with clause 10.2 or clause 10.3 this agreement shall continue [for [PERIOD]] (Initial Term) and shall automatically extend for 12-monthly periods (Extended Term) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 10.2.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [30] days after being notified in writing to do so; or
 - 10.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 10.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 10.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
 - 10.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or
 - 10.2.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - 10.2.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - 10.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days; or
 - 10.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(b) to clause 10.2(i) (inclusive); or

10.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11 Effects of termination

11.1 Upon termination or expiry of this agreement for any reason:

11.1.1 You shall cease to be entitled to participate in the Vevox Partner Program or enjoy any of its associated benefits as outlined in clause 2.2 above or as notified to you in writing by us from time to time, and your access to the Vevox Portal will be disabled;

11.1.2 the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced;

11.1.3 Subject to the foregoing provisions of this clause 11.1, all rights and licences of the Partner under this agreement shall terminate.

11.2 The termination of this agreement shall not of itself give rise to any liability on the part of Vevox to pay any compensation to the Partner for loss of profits or goodwill, to reimburse the Partner for any costs relating to or resulting from such termination, or for any other loss or damage.

12 Force majeure

Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Partner or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for [six] months, the party not affected may terminate this agreement by giving [30 days'] written notice to the other party.

13 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14 Severance

- 14.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 14.2 If any provision or part-provision of this agreement is deemed deleted under clause 14.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15 Entire agreement

- 15.1 This agreement (including for the avoidance of doubt any EULA entered into by you) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 Assignment

- 17.1 You shall not, without the prior written consent of Vevox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 17.2 Vevox may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18 No partnership or agency

- 18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in clause 2.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19 Third party rights

No one other than a party to this agreement[, their successors and permitted assignees,] shall have any right to enforce any of its terms.

20 Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21 Notices

21.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

21.1.2 sent by email to a dedicated email address given between the parties for the purpose.

21.2 Any notice or communication shall be deemed to have been received:

21.2.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

21.2.3 if sent by email, at [9.00 am] on the next Business Day after transmission.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 Governing law

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

23 Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement, its subject matter or its formation (including non-contractual disputes or claims).