

Four Business Solutions® Reseller Agreement

THIS AGREEMENT takes effect on and from **day, date, year** and is made

BETWEEN:

(1) **Four Business Solutions** ('Four') a company incorporated in England with registered number **5051332** and having its registered office at **30 Crispin Way, Farnham Common, Slough, Buckinghamshire SL2 3UE**; and

(2) **XYZ Company Limited** ('the Reseller') a company incorporated in England with registered number **99999999** and having its principal place of business at **1 Any Street, Town, County, Postcode**

WHEREAS:

(A) Four is engaged in the business of selling software licences, implementation services and providing associated software support for inSight software (the 'Software')

(B) The Reseller is engaged in [Description of business e.g. IT and Software Development]

(C) Four has agreed to grant to the Reseller the right to market and sell Software licences, all of which the Reseller has agreed to do in accordance with and subject to the terms and conditions set out in this Agreement

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1. In this Agreement the following words and phrases shall have the following meanings unless the context otherwise implies:

'Activation Code' means any number, sequence of numbers, computer program or code (examples of which are Demonstration Licence, Trial Licence Activation Code and Licenced Activation Code) which when entered into Software upon loading, activates Software and, amongst other things, controls access to the various modules of Software;

'Agreement' means this agreement

'Commencement Date' means the date of signature of this agreement;

'Conditions' means these terms and conditions;

'Demonstration' means the use of demonstration software but not any other activity;

'Demonstration Licence' means any Activation Licence Code issued for the purposes of activating any Demonstration Software;

'Demonstration Software' means a version of the Software issued solely for the purposes of demonstrating the capabilities of the Software in order to sell said Software;

'Direct Sale' means a sale made to an End User;

'Distributed Software' means the Software detailed in Schedule 2;

'End-User' means any Person who is our client or customer or a Reseller's client or customer and who enters into a SaaS Agreement for the use of the Software;

'Hosted Solution' means the software solution is hosted on a server and offered as an SaaS solution from Four;

'IPR' means the Intellectual Property Rights held by Contract Insight;

'Marketing' means the general promotion of Software to prospective End Users in the market-place which shall include, but is not limited to, market definition, telemarketing, direct mail marketing, the construction and implementation of promotional campaigns, the placing of advertisements, the preparation and distribution of sales literature and all other types of communication;

'Object Code' means the computer executable binary code derived from compiled Source Code for execution on a computer system;

'Party' or **'Parties'** means Four and Contract Insight and / or the Reseller;

'Person' means any individual, firm, Reseller, company or other entity or organisation;

'Product Support' means the general activity of supporting an End-User in its use of Software, such activity including, but not limited to, liaison with End-User or the Reseller on errors in Software, advice on User Manual interpretations and providing the End-User or Reseller with enhancements and updates to Software;

'Reseller' means having the right to sell the Software Licence to End User's by the means of Direct Sales;

'Reseller Level' means the level that the reseller has attained based on the level of activity relating to a specific sale(s)

'Reseller Level Referral' means that the reseller has passed over a qualified lead and is eligible for a referral margin detailed in Schedule 3;

'Reseller Level 1' means the reseller has had end-user sales support from Four to obtain the end-users' orders and is eligible for a reseller level 1 margin detailed in Schedule 3;

'Reseller Level 2' means the reseller has had no end-user sales support from Four to obtain the end-users' orders and is eligible for a reseller level 2 margin detailed in Schedule 3;

'SaaS Agreement' means the form of agreement set out in Appendix 1;

'SaaS Activation Code' means any Activation Code issued for the End-User and Software specified in an Agreement which enables and authorises such End-User's use of such Software;

'Sales' means the general activity of granting Software Licences for the use of Software to End-Users, including, but not limited to, customer identification, customer proposals and presentations, demonstrations, contract negotiations, continued client relation activities and all of the other activities

usually carried out by a competent sales force;

‘Schedule’ means the provisions set out in any Schedule attached to this Agreement;

‘Software’ means the computer programs detailed in Schedule 2. This definition includes any enhancements, additions, modifications and/or upgrades made to the Software;

‘Software Licence’ means the End User’s Licence Agreement contained with the Software for the contractual period of time;

‘Source Code’ means any computer program, whether stored on or in any magnetic or optical medium, in any computer memory of whatsoever kind or in eye-readable form, from which it is possible to ascertain the logic, algorithms, internal structure, operating features and any other design characteristics of the Software;

‘The Software’ means the Software detailed in Schedule 2;

‘Trademark’ means Contract Insight and the names of Contract Insight’s Software as set out in Schedule 2 and such other marks, logos and other names and/or descriptions of Software used by Contract Insight in connection with the development of Software;

‘Trial Licence’ means a Activation Code requested for a prospective End-User or the Reseller which gives time restricted access to the features of Software which are under evaluation by such prospective End-User or Reseller;

‘User Manual’ means any manual in printed or electronic form designed and intended to assist the End-User or Reseller in the use and operation of the Software;

- 1.2. Reference to a Clause or a Schedule is to a clause in or Schedule to this Agreement, reference to which shall include the Schedules. The index to and headings in this Agreement are for convenience only and do not affect its interpretation;
- 1.3. Unless there is something inconsistent in the subject or context, words denoting the singular number only shall include the plural and vice versa, reference to one gender only shall include the other genders, words denoting corporations shall include individuals and vice versa and references to ‘person’ include a firm or corporate body;
- 1.4. As used in this Agreement, ‘including’ and ‘in particular’ shall be construed as not limiting any general words or expressions in connection with which either of those expressions is used.
- 1.5. Four hereby appoints the Reseller on and subject to the terms of this Agreement to be a non-exclusive Reseller for the sale of Software or SaaS Licences under Contract Insight’s trade mark through the territory as defined in Schedule 1 during the period of this Agreement;

2. Duration

- 2.1. This Agreement will be effective for a term of three years from the commencement date and will continue for successive one year periods unless terminated by either the Reseller or Four giving the other party not less than six months notice in writing;
- 2.2. Unless agreed in writing, any extension will be on the same terms as this Agreement;

- 2.3. No variation to this Agreement shall be binding unless agreed in writing between the authorised signatories of both Parties.

3. Grant

- 3.1. During the period of this Agreement, the Reseller shall be entitled on and subject to the terms of this Agreement to market and sell Software Licences throughout the territory as detailed in Schedule 1;
- 3.2. The Reseller may not appoint any Sub-Resellers;
- 3.3. This Agreement shall also operate as standard Agreement terms for the Reseller to use the Software for demonstration, testing, support and such other purposes directly connected with this Agreement. This right shall subsist for so long as this Agreement remains in effect or until or unless otherwise revoked;
- 3.4. The Reseller agrees not to modify, amend, decompile, reverse engineer, disassemble, amend, add to or in any way alter the Software supplied to it under this Agreement.

4. Resellers Obligations

- 4.1. Not to use or deal in or with the Software except as expressly permitted by Four under this agreement;
- 4.2. Not to modify, amend, decompile, reverse engineer, disassemble, amend, add to or in any way alter the Software supplied to it under this Agreement;
- 4.3. Agree that Contract Insight will always retain ownership of the intellectual property rights, copyrights, trademarks, designs and title to the Software and at no point are these transferred to the Reseller;
- 4.4. To provide feedback to Four regarding the Software;
- 4.5. Agree not to set up, facilitate in, resell in or have any financial involvement in an office, company or firm outside the territory detailed in this Agreement for the purposes of marketing, selling, maintaining or supporting the Software without the written consent of Four. Such agreement not to be unreasonably withheld;
- 4.6. During the term of this Agreement and for a period of 12 months from its expiry or termination [Reseller Name] Reseller will not employ, directly or indirectly any person employed by or acting on behalf of Four in relation to the Services. If [Reseller Name] is in breach of this condition then, in recognition that Four will suffer substantial damage, [Reseller Name] will pay Four by way of liquidated damages and not by way of penalty a sum equal to the current annual salary of the employee concerned unless agreed otherwise in writing.
- 4.7. To act reasonably to protect the Trademarks, IPR's and Copyrights of The Software and to notify Four of any unauthorised use or infringement thereof;

- 4.8. Not to make any language modification to the Software without Four's written consent;
- 4.9. If applicable any Agreement which the Reseller enters into with End-Users will contain the notification that the Software may contain licence compliance security features which disable Software on a preset date and/or after a preset number of transactions have been carried out;
- 4.10. Will promptly inform Four in the case of being notified by an End-User that their Software has become disabled due to operation of licence compliance security features;
- 4.11. Notify Four immediately of any irregularities or suspected fraud in connection with the sale and use of the Software;
- 4.12. Reasonably refrain from committing any act that brings the Software into disrepute.

5. Four's Obligations

- 5.1. Provide Software Support in accordance with the terms of this agreement and any subsequent Service Level Agreement negotiated from time to time;
- 5.2. Use all reasonable endeavours to agree Service Levels that reflect the Resellers needs and the practical issues in the marketing, distribution and support of the Software;
- 5.3. The Software supplied shall include on-line help, electronic reference manuals, and usage examples;
- 5.4. Deliver Software and any Licences solely to the End-User or Reseller for whom it has been issued and to use the Licence Codes to activate the End-User Software at the location defined in the SaaS Agreement;
- 5.5. Provide relevant material for an information pack or similar to brief the Reseller's staff on how the Software is sold;
- 5.6. Supply artwork and copy for promotional campaigns agreed with the Reseller;
- 5.7. Maintain a sufficient number of staff well trained in the technical operation of the Software able to ensure that Four commence investigation of any suspected error reported within one working day of receiving notification;
- 5.8. Provide help desk support between 9:30am and 5:30pm on every UK standard working day;
- 5.9. In the event that these hours prove insufficient to support UK End Users, Four and the Reseller will both use reasonable endeavours to agree alternative support hours;
- 5.10. In the event of Four becoming insolvent, Four will provide the Reseller with the necessary documentation for the End-User to continue using the Software. At no point will any Software Source Code be released to the Reseller or End-User.

6. Sales of Software Licences and related matters

- 6.1. Orders for the Software shall be promptly communicated in writing by the Reseller to Four in a format agreed from time to time. The Reseller shall ensure that sales are to responsible End-users, such that the software or Four's reputation is not brought into disrepute. The Reseller will not effect a sale to a new End-user on terms that oblige Four to make modifications to the Software specifically for that End-user unless Four has previously given written consent to such sale;
- 6.2. Referral Sales: Where the reseller wishes to pass a qualified lead to Four, Reseller will be required to notify Four in writing in addition to any other form of communication. To be eligible as a qualified lead, the Reseller must provide the following information: valid company name, address and postcode, a valid contact name of the person(s) who is actively involved in the selection process, telephone number, email address and a written description of their business and subsequent solution interest;
- 6.3. Qualified Lead will only be accepted and processed if the requested information in section 6.2. is correct and is not for an account with which Four is already engaged with for the specified solution and is also not already registered with another party;
- 6.4. Current end-user UK prices for the Software and Software Licences and rates for Software support will be as issued from time to time. Price and rate changes will be at the discretion of Four and the Reseller is to check the latest price prior to the agreement with the End-User. Four will supply Software to the Reseller at discounted rates agreed from time to time, dependent on the Reseller activity pertinent to the specific sale(s);
- 6.5. Except in circumstances where the Reseller is knowingly in default of the terms of this Agreement or any other contractual obligation to Four, Four shall accept and use all reasonable endeavours to fulfill orders for the Software within agreed delivery Schedules but shall not be liable in any way for any loss of trade or profit or any other loss suffered by the Reseller in the event of delivery being frustrated or delayed for whatever reason;
- 6.6. Within a reasonable period (being mutually agreed with the Reseller) after receipt of each written order accepted by it, Four will dispatch, by post or by such other carrier as the Reseller may request, copies of the Software to the Reseller at the Reseller's address shown in this Agreement or at such other address as the Reseller shall from time to time notify to Four as its delivery address for that order;
- 6.7. In the case of each sale, the Reseller shall be required to complete and submit to Four a standard Order Form, Registration and EULA such that Four may accurately allocate a particular activation codes for that End-user and issue self-licensing authentication instructions;
- 6.8. All Software will be sold with at least a one-years Maintenance Agreement. Any variation from this will require approval by Four in writing;
- 6.9. The Software will be licenced only in accordance with the Agreement which will be updated from time to time.

7. Software Support and related matters

- 7.1. With each Software Licence sale, the Reseller shall commit to providing Software support to the End-user, on terms negotiated by the Reseller but in each case complying with Four's reasonable requests to ensure that the End-user is satisfied with the terms thereof and the service provided;

- 7.2. The Reseller shall use all reasonable endeavours to renew Software support contracts with End-users on an annual basis and, unless it otherwise notifies Four in writing that there has been no such renewal, the Reseller will be invoiced annually by Four with a Software support fee, again at agreed discounted rates, in respect of each End-user to which Software has been supplied by the Reseller. The level of discount rate shall be subject to review from time to time in the light of services provided to the Reseller by Four as agreed between the parties and detailed in Schedule 3;
- 7.3. In all cases where the Reseller has entered into a Software support contract with an End-user the Reseller shall, using its own staff and resources, offer comprehensive, efficient and effective Software support commensurate with normal industry standards, and in particular the Reseller shall maintain in-house or otherwise provide at its own cost support staff having a level of expertise and know-how capable of dealing with all matters associated with the Software and explicitly addressed in the relevant Software reference book, revisions and notices without recourse to Four;
- 7.4. In all cases where the sale relates to a Hosted Solution, Four provide the Application hosting (SaaS) on server(s) located in the United Kingdom. Four will provide support to the end user related to the hosted solution as detailed in the SaaS Agreement or EULA. Upon written agreement between the Reseller and Four, the Reseller may from time to time front the support call, for example in cases where the solution is integrated into another application supported by the Reseller;
- 7.5. Without prejudice to the generality of the Reseller's obligations as expressed in Clause 7.3 above, the Reseller shall provide all such duly-licensed End-users having a current Software support contract with the Reseller and registered as such with Four with the following support services:
- 7.5.1. subject to payment by the relevant end-user, proper training for the end user's operators in the use of the Software;
 - 7.5.2. prompt receipt, analysis and reporting of reported faults in the operation of the Software using documentation standards;
 - 7.5.3. prompt replacement of the master copy of any corrupted or damaged Software (such replacement being obtained from Four); and
 - 7.5.4. technical information and advice on the use of the Software reflecting a full understanding by the Reseller of the functionality of the Software.
- 7.6. Four shall provide back-up support for duly-licensed End-users of the Software at the request of the Reseller at no charge in any case where that back-up support relates solely to the correction of any faults, defects or bugs affecting the Software but in every other case Four reserve the right to charge a fee at Four's published hourly rate;
- 7.7. The Reseller shall not provide any Software support facilities to any non-licensed End user or to an End-user known to the Reseller to be in breach of any terms of the Software Licence previously granted to it. The Reseller shall take all appropriate precautions to establish in each case that anyone requesting Software support is a duly-licensed End-user including (but without limitation) obtaining details of the name and address of the party requesting support, the Software serial number and site location. If in any case it seems that the party requesting support may not be a duly licensed End-user, the Reseller shall immediately report this fact to Four together with all relevant details and the parties hereto shall mutually co-operate with a view to investigating

immediately any possible copyright infringement that may have occurred.

8. Consultancy Services, Additional Services Charges and related matters

- 8.1. Four provides consultancy services as described in Schedule 4 where [Reseller Name], the Reseller, is not certified to provide these services for the Hosted Solution;
- 8.2. Additional Service Charges may be applicable where the End User has requested additional functionality outside of the original scope of the project and said functionality has not been accounted for on the original Reseller's Purchase Order;
- 8.3. Charges for Additional Services as set forth in any subsequent Purchase Order or Service Agreement shall be as set forth in that Purchase Order or Service Agreement and subject to a standard fee of GBP 750 per day, except if agreed otherwise between the Parties in writing;
- 8.4. Rate Escalation: In the event that any Additional Services ordered by [Reseller Name], on behalf of the End User, are subject to a tariff established by another network service provider whose services and/or equipment is utilised by Four to provide Service and/or equipment to the Reseller's client, Four shall have the right to increase its charges upon 60 days' prior notice provided that supporting documentation evidencing this increase has been provided to [Reseller Name], the Reseller and forwarded to the End User, and that rate increases shall not exceed fifteen percent (15%) per year;
- 8.5. Cancellation fees for Additional Services: the following rates will be applied in case of cancellation of Additional Services requested by either [Reseller Name], Reseller or End User:

More than 2 weeks (10 working days) – no charge

Between 10 and 6 working days – 50% charged

Between 2 and 5 working days – 75% charged

Between 0 and 2 working days – 100% charged.

9. Financial

- 9.1. Except in any case where Four has agreed with the Reseller extended credit terms, the Reseller shall pay all sums due to Four in respect of Software supplied within thirty days of the receipt of Four's sales invoice;
- 9.2. All payments due to Four from the Reseller under this Agreement will be invoiced and shall be paid in £ sterling (GBP) to a bank and account nominated by Four from time to time;
- 9.3. Referral payments will be paid to the Reseller based on the reseller referral margin as set out in Schedule 3. Reseller must provide Four with a VAT invoice for any sum due from Four to Reseller for each separate commission claim. Referral payment claims will only be valid upon successful sale, installation and payment from the end-user of the solution as a direct result of the reseller qualified lead and whereby the sale closes within twelve (12) months from the date of receipt to Four of the qualified lead;

- 9.4. In addition to any removal of discount on payments more than thirty days overdue, all overdue payments shall bear interest (both before and after judgment) at the rate of 4% per annum over National Westminster Bank plc's base rate from time to time calculated on monthly rests from the due date for payment until the date of actual payment in cleared funds;
- 9.5. Notwithstanding the foregoing Four may at its sole discretion invoice any End-users directly for any outstanding fees payable in respect of Software supplied by or on behalf of the Reseller if the Reseller is in breach of this Agreement. If Four invoices any End-user directly any obligations of the Reseller to that End-user or to Four in respect of that End-user in connection with the subject matter of that invoice shall cease upon Four receiving payment in full in respect of such invoice.

10. Enhancements and Modifications

- 10.1. Four will maintain on its Reseller web site during the term of this Agreement details of all enhancements, upgrades and modifications of the Software. Unless the circumstances are exceptional, not less than one month's notice of any change in Software will be given by Four;
- 10.2. Where an enhanced or modified Software item is not designated as a separate Software item, that enhanced/modified Software item shall be passed on without delay and without charge to the Reseller to all existing End-users then currently registered for support and no fee will be payable in respect thereof to Four. Under no circumstances shall that enhanced/modified Software item be passed on to End-users not registered for support;
- 10.3. Four shall send to the Reseller a pack of program upgrade disks and supporting documentation from time to time. The Reseller is strictly prohibited from supplying copies of upgrades to End-users that are not current subscribers to telephone and maintenance software support and have not been notified to Four as such;
- 10.4. In the case of a Hosted Solution, Four shall provide enhancements and modifications as detailed in the SaaS Agreement or EULA. Where the solution is integrated into another application provided by the Reseller, Four will advise the Reseller of the changes within a reasonable period. It is also the Reseller's responsibility to check from time to time the Four Reseller web site for any enhancements and modifications to software solutions as detailed in clause 9.1;
- 10.5. Four reserves the right to introduce on not less than one month's notice any substitute Software which will fulfill the same function as that which it replaces.

11. Warranty

- 11.1. Four does not warrant that the Software will be error-free but if a copy of the Software is demonstrated to Four within 90 (ninety) days from the date of delivery to the End-user by the Reseller to contain an error or malfunction, Four will use all reasonable endeavours to correct such error or malfunction or (at its option) replace such copy of the Software free of charge provided that:
- 11.1.1. the Software has been used at all times properly and in accordance with the specification and system requirements and any other instructions for use; and

- 11.1.2. no alteration, modification or addition has been made to the Software without Four's prior written consent; and
 - 11.1.3. the alleged error or malfunction has been notified to Four within the warranty period specified above; and
 - 11.1.4. the End-user was duly-licensed to use the Software; and
 - 11.1.5. the alleged error or malfunction is a genuine bug in the Software and has not arisen through the Software being used in conjunction with other non-specified systems.
- 11.2. Each claim of the Reseller under this warranty shall be sent by e-mail but confirmed in writing to Four specifying the nature of the fault or defect and identifying the End-user. Upon receipt of such claim, Four or its agents or representatives shall have the right to test or to inspect the Software at its then location, to contact the End-user direct regarding the alleged defect or malfunction and/or to have the Software dispatched to a point designated by Four or returned to Four carriage pre-paid.
- 11.3. EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE AND EXCEPT TO THE EXTENT THAT STATUTE PROVIDES THAT LIABILITY MAY NOT LAWFULLY BE EXCLUDED IN AN AGREEMENT OF THIS NATURE AND BETWEEN THE RESPECTIVE PARTIES HERETO, ANY STATEMENT, CONDITION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SOFTWARE IS HEREBY EXCLUDED AND FOUR OR SHALL NOT BE LIABLE TO THE RESELLER OR TO ANY OTHER PERSON FOR LOSS OR DAMAGE (WHETHER DIRECT OR CONSEQUENTIAL) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SOFTWARE OR ANY MODIFICATION, VARIATION OR ENHANCEMENT THEREOF, AND ANY DOCUMENTATION, MANUAL OR TRAINING RELATING THERETO. THE FINANCIAL OBLIGATIONS OF FOUR HEREUNDER SHALL BE LIMITED TO REPLACING ANY DEFECTIVE SOFTWARE.
- 11.4. The Reseller shall incorporate in its terms of sale to End-users such provisions as effectively limit Four's warranty liability as provided in this Clause.

12. Copyright, trademarks and other intellectual property rights

- 12.1. The Reseller acknowledges that any and all of the copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Software including all documentation and manuals relating thereto and all language translations of the same by whomsoever made are and shall remain the property of Four and the Reseller shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership thereof by Four.
- 12.2. The Reseller also acknowledges that such copyright, trademarks and other rights may only be used by the Reseller with the consent of Four and during the term of this Agreement. Upon expiry or termination hereof the Reseller shall forthwith discontinue such use, without any right of compensation for such discontinuation, provided however that the Reseller may continue to use any trademarks relating to the Software and support for a period following expiry or termination hereof for the purpose and to the extent only of continuing the support of Software Licences required to be provided by the Reseller hereunder unless Four shall advise the Reseller that such right has been revoked.
- 12.3. The Reseller shall not modify, amend, add to or in any way alter the Software without Four's consent

nor will the Reseller incorporate or purport to permit the incorporation of the whole or any part of the Software in any other product or program that may be developed by or dealt in by the Reseller or any third party.

- 12.4. The Reseller shall not during or after the expiry or termination of this Agreement, without the prior written consent, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by Four.

13. Confidential information

- 13.1. Each party has imparted and may from time to time impart to each other certain confidential information relating to the Software, successor or enhanced software or other software or marketing or support thereof (including specifications) and each party may otherwise obtain confidential information concerning the business and affairs of Four or the Reseller and its customers pursuant to this Agreement. Both parties hereby agree that it will use such confidential information solely for the purposes of this Agreement and that it shall not itself use or otherwise disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement. In the event of and prior to such disclosure, each party will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as each is so bound hereunder.
- 13.2. The Reseller further agrees that upon expiry or termination of this Agreement it shall not itself or through any subsidiary or agent or otherwise, sell, licence, sub-licence, market, distribute, resell or otherwise deal with any of the Software (in whole or in part) except to the extent permitted by the applicable law or develop any software or have any software developed through use of any confidential information supplied to it by Four, or in any other way obtained by the Reseller pursuant to this Agreement.
- 13.3. The foregoing provisions shall not prevent the disclosure or use by the Reseller of any information which is or hereafter, through no fault of the Reseller, becomes public knowledge or to the extent permitted by law.

14. Termination

- 14.1. Notwithstanding any provisions herein contained this Agreement may be terminated forthwith by Four if the Reseller:
- 14.1.1. is at any time in default under this Agreement and fails to remedy such default (if capable of remedy) within thirty (30) days from receipt of notice in writing from Four specifying such default;
 - 14.1.2. presents or has a petition presented by a creditor for its winding up or enters into any liquidation (other than for the purpose of reconstruction or amalgamation), calls any meeting of its creditors, has a receiver of all or any of its undertakings or assets appointed, is deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts, or ceases to carry on business.
- 14.2. Upon expiry or termination (for whatever reason) of this Agreement, the Reseller shall return or destroy (as Four shall instruct) no later than fourteen (14) days thereafter, all copies of the Software, documentation, technical information and any other data supplied to the Reseller during the continuance of this Agreement and all and any copies made of the whole or any part of the

same and the Reseller shall furnish Four with a certificate, certifying that the same has been done, except with respect to supporting software, information and data which Four deems is necessary to enable the Reseller to continue to support the Software beyond the date of expiry or termination where Four permits/requires the Reseller so to do.

- 14.3. The expiry or termination of this Agreement shall be without prejudice to the respective rights of the parties accrued up to the date of such expiry or termination.

15. Force majeure

- 15.1. Neither party shall be under any liability to the other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs or industrial disputes; fire, explosion, earthquake, acts of God, flood, drought or bad weather; the unavailability of deliveries, supplies, software, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body.
- 15.2. If a party hereto claims to be affected by force majeure at any time, it shall immediately notify the other party of the nature and extent thereof and if the force majeure in question prevails for a continuous period in excess of three months, the parties shall enter into bona fide discussions with a view to alleviating the effects thereof or to agreeing alternative arrangements as may be fair and reasonable in the circumstances.

16. Relationship of the Reseller to Four

It is agreed that the Reseller is not the agent or representative of Four and has no authority or power to bind or contract in the name of or to create any liability against Four in any way or for any purpose. The Reseller is an independent contractor with non-exclusive rights confirmed by this Agreement to market, resell and support Software licences on its own accord and responsibility.

17. Export Restrictions

Both parties agree to comply fully with all relevant export laws of the United Kingdom to ensure that neither the Software nor any direct product thereof is exported, directly or indirectly, in violation of United Kingdom law.

18. Waiver

Failure or neglect by Four to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Four's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Four's rights to take subsequent action.

19. Assignment/sub-contracting

This Agreement shall not be assigned by the Reseller whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of Four. No such

assignment howsoever occurring shall relieve the other of its obligations hereunder.

20. Non Competition

20.1. For the purposes of protecting Four and Contract Insight's Confidential Information and client and customer connections of the Software Brand, the Reseller shall not for a period of two years after the date of this Agreement except with the prior written approval of Four:

- 20.1.1. use either Four's Confidential Information to the benefit of any other company, firm or business which is involved in any business which competes (directly or indirectly) with the business of Four Software anywhere or the sale, purchase, letting, or funding;
- 20.1.2. either on its own account or on account of any other person, firm, company or business, use the Four Confidential Information to seek to solicit or entice away from Four any person who, at the date of such solicitation or enticement is or has been a director, manager, officer, or senior employee of Four during the previous twelve months;
- 20.1.3. either on its own account or on account of any other person, firm, company or business, use the Four Confidential Information to seek to deal with, solicit or entice away from any project, owned, operated or being developed by Four during the previous eighteen months, any clients or customers of Four where the purpose of such dealing, solicitation or enticement is to procure clients or customers for an existing or proposed Software which competes with any project which is sponsored, promoted, supported and/or serviced by Four ;
- 20.1.4. and shall not at any time after termination of its relationship with Four represent itself as being connected with Four and/or any Four Software;

20.2. For the purposes of protecting the Reseller Confidential Information and client and customer connections of the Reseller; Four shall not for a period of two years after the date of this Agreement (except with the prior written approval by the Reseller)

- 20.2.1. use the Reseller Confidential Information to the benefit of any other company, firm or business which is involved in any business which competes (directly or indirectly) with the business of the Reseller;
- 20.2.2. either on its own account or on account of any other person, firm, company or business, use the Reseller Confidential Information to seek to solicit or entice away from the Reseller any person who, at the date of such solicitation or enticement is or has been a director, manager, officer, or senior employee of the Reseller during the previous twelve months;

21. Data Protection

21.1. The Reseller undertakes to comply at all times with the Data Protection Act 1998 (the 'Act').

21.2. The Reseller warrants that it has appropriate operational and technical processes in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Software and computer systems and will allow Four's or their auditors a right to inspect such processes on reasonable written notice.

21.3. The Reseller agrees to indemnify Four and Contract Insight against any actions, costs, liabilities, losses, damages and expenses which Four and Contract Insight may suffer or incur as a result of any breach by the Reseller of any of the undertakings given in this Clause 20.

22. Dispute Resolution

A party shall not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement unless it has complied with this Clause.

- 22.1. A party claiming that a dispute has arisen in relation to this Agreement shall notify the Company Director of the other party to the dispute giving details of the dispute.
- 22.2. If the parties Company Director's are unable to resolve the dispute within five Working Days (or such longer period as agreed between the parties) from the date of the notice setting out the nature of the dispute, then either party may request a meeting within a further five Working Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the dispute. In the event that the dispute is not resolved under this procedure either party shall be free to commence court proceedings in respect of that dispute.
- 22.3. In the event that the dispute is not resolved by the process as set out in sub-clauses (21.2) above, the parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution ('CEDR') Model Mediation Procedure ('the Model Procedure'). To initiate mediation, a party must give notice in writing ('ADR Notice') to the other party requesting mediation in accordance with this clause. A copy of this request should be sent to CEDR. If there is any point on the conduct of the mediation (including the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR Notice, CEDR shall, at the request of either party, decide that point for the parties, having consulted with them. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

Notices

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and in the English language and shall be sent by email and facsimile, confirmed by a copy sent by first class post (if within the European Union) or by first class airmail if from elsewhere in the world. Such notice shall be deemed to be duly served on the next day after receipt of confirmation of transmission. The respective addresses are as follows:

Four Business Solutions Ltd: - 30 Crispin Way, Farnham Common, Slough, Buckinghamshire SL2 3UE

Email john.obrien@four.co.uk Fax no: +44 (0)1753 648188

[Company Name, Address, Email & Fax No]

or to such other address or facsimile number as may from time to time be designated by notice hereunder, to take effect seven days after such notice is given.

23. Publicity/announcements

- 23.1. Subject always to the provisions of Clause 22.2, except as the parties may agree in a joint press release no announcement of the terms of this Agreement or of any matters ancillary thereto shall be made by either party or any party's agent without the prior written consent of the other party.

23.2. The Reseller shall not object to Four making reference in its publicity material to its association with the Reseller as evidenced by this Agreement provided always that the terms of such reference shall be approved by the Reseller, such approval not to be unreasonably withheld or delayed.

24. Agreement

This Agreement supersedes any arrangements, understandings, promises or agreements relating to the reselling of Software licences made or existing between the parties hereto prior to or simultaneously with this Agreement and the Reseller. This Agreement constitutes the entire understanding between the parties and, except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

25. Severability

In the event that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

26. Law and language

26.1. The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with English Law and that they submit to the exclusive jurisdiction of the English Courts.

26.2. The original English language version of this Agreement shall prevail over any translation.

AS WITNESS the respective signatures of those persons duly authorised on behalf of the parties

Duly signed by

Duly signed by

John O'Brien, Director

Name, Title

authorised on behalf of
Four Business Solutions Ltd

authorised on behalf of
Reseller Company Name Ltd

Signature.....

Signature.....

Date.....

Date.....

Schedules to this Agreement

Schedule 1 – Sales Territory

Under this agreement the Reseller is appointed as a non exclusive Reseller for the Software in the following territory:

Territory	Reseller	Geo-Area	Reseller
United Kingdom	Yes/No	Asia Pacific	Yes/No
Ireland	Yes/No	Australia & New Zealand	Yes/No
Western Europe	Yes/No	Middle East	Yes/No
Eastern Europe	Yes/No	South America	Yes/No
North America	Yes/No	Africa	Yes/No

Schedule 2 – Software

Under this agreement software is defined as follows:

Product	Comment
Contract Insight Software	All modules

Schedule 3 – Reseller Margins

Margins are calculated with reference to the published UK End User Pricelist and applicable only to software sales.

Reseller Level	Margin %
Referral	10
Level 1	20
Level 2	30

Schedule 4 – Consultancy Services

Four provides project consultancy services, including project installation/set up services at the rate of £750 per day to the reseller. This daily rate does not include reasonable consultant expenses, to be agreed at time of engagement.
The consultancy services rate is non discountable.