

## 1. General Terms

1.1 This agreement describes the terms and conditions for participation in the BASETrack Systems Ltd Partner Program. The terms "Partner" "you" and "your" are referring to you, the Partner. "We" "us" and "our" refer to BASETrack Systems Ltd.

A BASETrack Product: refers to Desktop and Web hosted software where the copyright is owned by BASETrack Systems Ltd.

"Partner" This term refers to a person or legal entity.

"End User" refers to a business, person, or persons that will purchase a BASETrack Product from a Partner, to use in conjunction with their business. An End User must have an established trading address in a Partners Exclusive Area for a sale to take place. If an End User has a Headquarters in a Partners Exclusive Area that partner can supply the other outlets that use the same trading name of that company in another area.

"Accepting" and "Acceptance" refer to us raising an invoice to you.

"Exclusive Area" refers to a geographical area or as described in the Main Postal Service of "Your Country" at the time of your Partner Licence Agreement.

"Your Country" refers to the country in which you wish to use your Partner Licence Agreement.

"Licenced Management Product" refers to our Products or Product we have expressly given Exclusive permission for you to market in unlimited numbers of in your 'Exclusive Area'.

"Licenced Web Solution" refers to our products that we have given you a licence to market within your "Exclusive area" and market in unlimited numbers as described in our Acceptance Email.

"Product" refers to either a Licenced Management Product, a Support Contract/Package or Licenced Web Solution.

"Acceptance Email" refers to an email sent from us to you which contains the payment details in which you will make either a full or part payment to become a Partner or renew a Partner agreement. You can however reply to the Acceptance Email but provide a payment to us via a bank transfer. This bank transfer must reach our bank account within 5 days of your replying to our Acceptance Email. All fees for the bank transfer must be paid by the potential partner.

"Registration Fee" and 'End User Registration Fee" also refers to 'Activation Licence Fees' refers to a payment that is collected from the End User by the Partner and paid to us to Register a Licenced Management Product Licence and the supply of End User support. The Registration Fee is paid for each LAN (Local Area Network) Network Licence or WAN (Wide area network) Branch Network Licence whichever applies. The Registration Fee is a percentage of the product RRP and will vary between products and over time.

"LAN Network Licence" refers to a Management System that is networked within a single location. A LAN Network Licence will be required on each individual PC the Licenced Management Product is installed on. LAN network licences can only be used within the same physical premises and cannot be 'split up' onto different premises.

"WAN Branch Network Licence" refers to a Licence Management System that is networked over multiple locations. A WAN Branch Licence will be required for each Branch.

"Sell" refers to an exchange of money or services.

1.1.1 A licence to use A BASETrack Product is sold under the condition that the terms and conditions here under are equally applied to your subsequent transactions whether by way of trade or otherwise.

### 1.2 Partner Licence Agreement Duration

1.2.1 The duration of your Partner Licence Agreement is one year, unless otherwise stated. The one year will start on the date shown in the Acceptance email we send to you and end on the date shown. You can only become a Partner in an Exclusive area by paying the amount shown within the dates outlined in our Acceptance Email. You will be able to renew your Partner Licence Agreement for additional periods of 1 year or more by paying us the requested fee, always provided

you do so before the expiry of your current Partner Licence Agreement. You will have an automatic right to renew, provided that you have complied with the Partner Licence Agreement Terms and Conditions. If you have failed to comply with the Partner Licence Agreement, we will have informed you of this previously with the reasons you have not complied (Refer to 1.2.4).

If you fail to renew your Partner Licence Agreement before it expires then the Partner Agreement will have terminated on the expiry date. For this to happen no action needs to be taken by you or us. Once your Partner Licence Agreement expires you are no longer a BASETrack Partner, and no longer be able to collect renewal fees, or make any offer of sale of a BASETrack product. Your relationship with BASETrack Systems Ltd will have finished.

1.2.2 We will send you your Partner renewal automatically within the last 6 weeks of your Partner Licence. You can if you prefer email us up to one year in advance of your Partner Agreement expiry date, if you would prefer to pay earlier, we will then send the renewal to you.

**1.2.3 Before paying your Partner Annual Licence Fee you should satisfy yourself that you are familiar with the terms and conditions of the Partner Program. Once you have paid your Partner Annual Licence Fee we will not be able to offer a refund under any circumstances.**

1.2.4 If we consider you have not complied with any of the terms and conditions of the Partner program we will email you and outline our reasons to you. You will then have the opportunity to respond to our reasons. You must reply to each of our emails within 14 days. If you do not reply then it will be deemed that the reasons for your non compliance are correct.

### 1.3 Modification

1.3.1 By delivering a Change Notice to your registered office address or other address that you designate and we acknowledge in writing, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. Proof of delivery will be deemed proof of receipt. These modifications may include, but are not limited to changes in the scope of available discounts, payment procedures and terms and conditions of use. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. If you supply or purchase any product from us following the receipt of a Change Notice or new agreement, it will be considered as your acceptance of the change.

### 1.4 Prices

1.4.1 All RRP prices for BASETrack products are found on our product sales websites. These can be accessed via links that can be found by going to [www.basetrack-partner.com/navigation.html](http://www.basetrack-partner.com/navigation.html). These prices will vary from time to time. It is the responsibility of the Partner to be aware of our prices.

1.4.2 In order to prevent possible license abuse it is a condition of the Partner scheme that such details as are requested from time to time regarding the end-user name and address of A BASETrack Product and must be provided in the manner requested by us to you, within 21 days of our request.

1.4.3 All RRP prices shown on our product websites include the End User Registration Fee where one is required, and the End User Annual Support Fee if required.

1.4.4 Special prices and editions may be agreed for Partners at the sole discretion of BASETrack Systems Ltd. Such prices and editions will be as agreed from time to time and as detailed in a schedule to these General Terms. Except where expressly stated in any such schedule the General Terms and Conditions of Use herein detailed apply to all special editions of A BASETrack Product.

## **2. Partner Function and Responsibilities**

2.1. A Partner will function only as a Partner during their Partner Annual Licence Agreement period and only within their "Exclusive area". A Partner is permitted only to market the Licenced Management Product and or Licence Web Solutions and or associated products such as annual support contracts/packages as shown in our Acceptance email, only within their exclusive area, and only products within their licensed Product Group. Partners are not permitted to market or sell A BASETrack product outside of their exclusive area, products outside of their licensed Product Group.

2.2. A Partner may not advertise in publications of general circulation that could be viewed outside of their exclusive area and may undertake any reasonable form of promotion of the product that does not conflict with Paragraph 2.4. and Paragraph 5.2

2.3. A Partners' rights to sell a Product within their exclusive area is Exclusive and no other Partner will be authorised to market a Basetrack product in that exclusive area. Exclusions are Non Exclusive Products.

2.4 A Partner is not permitted to sell a Product outside of their Exclusive area. It is the duty of a Partner to take reasonable steps to ensure proper and appropriate safeguards are in place to prohibit a Product being sold outside of your Exclusive area. Please see 'End User' in General term for exception.

2.4.1 If a Partner sells A Basetrack product to a business situated outside of their exclusive territory then this sale will be deemed 'void' and the End Users product licence will be revoked. Under these circumstances the end user registration fee will not be refunded. Please see 'End User' in General term for exception.

2.5 A Partner can only sell to an 'End user' when the End User has an established registered office address or an established trading address within the Partners Exclusive Area. A Partner must not encourage or advise an End User to create the impression of an established address for the purpose of obtaining A Basetrack product. There are no geographical restrictions where an End User can use a Product.

2.5a. If an End User re locates their already established business after the purchase of A Basetrack product to an area outside of the Partners exclusive area then the Partner under these circumstances can continue to provide A Basetrack product to that end user.

2.6 A Partner is only permitted to advertise a product on a website which conforms to the conditions outlined within our website. These conditions can be viewed at: [www.basetrack-partner.com/websales.html](http://www.basetrack-partner.com/websales.html). These conditions can vary from time to time, and it is the responsibility of the Partner to ensure they conform both now and in the future.

2.7 A Partner on supplying a Licenced Management Product must pay the End User Registration Fee before any activation code can be raised or any End User Support provided. Any support provided with the Registration Fee will be available once the Registration Fee has been paid. End Users using any A Basetrack product in a demonstration mode will not be able to obtain any support.

2.8 End User Registration Fees can only be paid online by the Partner. The End User Registration Fee can vary between different Licenced Management products.

2.8a Domain Name Registration fees for End Users who host their website with us (typically, but not restricted to our e-commerce applications) are payable by the Partner and charged at cost. Domain Name registration fees are not included in the setup fee or annual host fee. The only exception to this is UK registered domain names registered by us as a Nominet Registrar, which are included in the website setup fee.

2.9 A Partner will have been deemed dormant if they have not provided either a End User Registration Fee or purchased a Licenced Website Solution from us in any previous two month period. A dormant period will start from the last End User Registration Fee or Licenced website solution which we received from the Partner.

2.9b. If a potential end user from a Partners Exclusive area makes contact with us directly in connection with a potential purchase of A Basetrack product we will do our best to put that potential end user in contact with the Partner. However if this fails and we cannot make contact with the Partner then after 7 days we will conduct the sale directly. This sale will not be eligible for the any rebate to the Partner on their return.

2.10. If a Partner becomes dormant then we reserve the right to provide an alternative method to provide A Basetrack product to that Partners exclusive area. When a Partner becomes dormant no monies will be paid to that Partner. Should a Partner return from being dormant then any monies that were due in the dormant period will be forfeited by the Partner. A Partner can return from being dormant by us receiving an End User Registration Fee or purchasing a Licenced Website Solution. A Partner cannot return from being dormant if during the dormant period the Partner Licence Agreement has expired.

2.11 A Partner can inform us beforehand that they are going to be dormant for a period of time exceeding 3 months but not more than 6 months, in this case we will make temporary arrangements to supply A Basetrack product to End Users within

the dormant partners exclusive area. No monies will be forwarded to the dormant partner during this period – this includes any renewal products that become renewable in the future.

### **3. Prices**

3.1. All prices for services provided by us to you are in Pounds Sterling and are subject to all applicable taxes, including but not solely Value Added Tax at the rate prevailing at the tax point of sale. VAT is only payable to Partners who purchase within the UK.

3.2. You may negotiate the prices paid by your End Users for a BASETrack Product at an amount of your choosing. However, all of your advertised prices on any advertising media must not be lower than the same product advertised on our product sales website. The price of any Web solution must be advertised at the same RRP as on our product website.

### **4. Acceptance & Payment**

4.1 All orders are subject to acceptance by BASETrack Systems Ltd and payment is due prior to the release of a license number (Activation code) or where appropriate a domain name or both.

4.2 We provide no refund to Partners or End Users who purchase A BASETrack Product either by telephone, post, or via a website.

4.2 Virtual Desktops are provided on a minimum term of One Year for each set. A 'set' is the number of Virtual Desktops that you purchase at the outset for an End User. If an End User pays you in advance for their 'Set' of Virtual Desktops then you must pay us in advance and cannot use the subscription method.

### **5. Duties of Partner**

5.1. You will support End Users by providing advice on how they the End Users can obtain technical support. Partners are not required or permitted to provide paid or unpaid technical support for A BASETrack product, other than any initial 'up and running' help that would be deemed good business practice.

5.2. A BASETrack Product is sold under the absolute condition that it may not be used to send unsolicited commercial emailing, bulk emailing unless via a solution within the software, copyright violation, defamatory speech, distribution of Internet viruses, worms, Trojan horses and other destructive activities, flaming or illegal pornography or abusive UseNet postings. Any such use, or what may be reasonably interpreted as such use would be a breach of the license of use and notwithstanding any payments made or received will cause BASETrack Systems Ltd to take such action as is necessary to preserve the good name of A BASETrack Product at their sole discretion.

5.3. In acting as a Partner you will conduct yourself in an ethical and lawful manner, will exercise your best efforts to achieve the highest level of customer satisfaction, and will do nothing to bring the reputation of A BASETrack Product into disrepute.

5.4 As a Partner you will be expected to maintain contact with 'End Users' who you have supplied A BASETrack Product to from time to time.

5.5 In order to prevent license abuse it is a condition of the Partner scheme that such details as are requested from time to time regarding the End User of a BASETrack Product, is provided in the manner requested.

5.6. A Partner is not permitted to function as a single supply company to supply multiple branches with a BASETrack product (in other words a business sets up as a Partner for the sole intention of supplying only their branches throughout a region with A BASETrack Product).

5.7. A Partner is not permitted to share any information regarding End Users to a third party. A Partner is not permitted to share or allow anybody not under the control of the Partner to share details or access our customer support database via a RDP file.

### **6. Duties of BASETrack Systems Ltd**

6.1. BASETrack Systems Ltd will provide you during your Partner Annual Licence Agreement with an unlimited number of Licenced Management Products or Product and or Licenced Web Solution as detailed in the Acceptance email providing each End User Registration Fee is paid in advance and where necessary a website set up fee and hosting fee has been paid to us by the Partner.

6.2 BASETrack Systems Ltd may invoice where necessary 'End Users' for product renewals in the 2nd and subsequent years when the partner has not made contact with an end user within 4 weeks of an end user renewal date or earlier if the customer needs support from BASETrack Systems Ltd. In these cases the Partner will have no right to be compensated for their loss.

6.3. We will provide when possible technical support 24/7/365 to a Partners End User, where the end user has a valid support contract/package. This support contract/package can be either within the initial free period or a paid annual support contract. For licenced web solution support we provide support during the hosting period – always providing the hosting fee has been paid to us.

On some National Holidays and weekends the service might be on a call back service or not available at all, and at these times some procedures will not be fully operational. The scope of this technical support can be found on the product website. However, it provides End Users with the assistance on how to use our software products. It does not include such things as Windows OS help, help with external equipment such as printers, networking, data recovery, or any onsite visits.

6.4. On Licenced Web Solutions we will aim to provide a 99% uptime when possible on our hosting server.

## **7. Rules & Regulations**

BASETrack Systems Ltd may impose reasonable conditions regarding the use of its services from time to time. You shall impose such conditions on your customers / End users to the extent necessary to ensure compliance. BASETrack Systems Ltd may from time to time change our terms and conditions to the Partner Program including but not limited to the Product RRP, End User Registration Fees, and hosting fees.

7.1 Website and e commerce setting up. It is the responsibility of the Partner to ensure that an End user understands and complies with the supply of the website content that the Partner has provided to an End User. Any changes to a website content once submitted to BASETrack Systems Ltd will be chargeable at a rate of £50+VAT per hour.

## **8. Limitation of BASETrack Systems Ltd Obligation & Liability**

8.1. BASETrack Systems Ltd will utilize its best efforts to maintain acceptable performance of services contracted for, but BASETrack Systems Ltd makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. BASETrack Systems Ltd cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. BASETrack Systems Ltd will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system or by the use of A BASETrack Product. BASETrack Systems Ltd shall not be liable to you or any of your customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non - deliveries, or service interruptions whether or not caused by the fault of A BASETrack Product or negligence of BASETrack Systems Ltd.

8.2. BASETrack Systems Ltd may discontinue servicing A BASETrack Product. Such discontinuation or requirement may not be unreasonable, however, and BASETrack Systems Ltd agrees to provide you with reasonable notice via a Notice of Change of any such intent to discontinue.

8.3. BASETrack Systems Ltd liability to you, and any End User of A BASETrack Product is limited to 5% of the amount paid as an End User Registration Fee or Set up Fee whichever applies and received by BASETrack Systems Ltd for services not accepted. In no event shall BASETrack Systems Ltd be liable to you, or any End User or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if BASETrack Systems Ltd has been advised of the possibility of such damage.

8.4. You will take all necessary measures to preclude BASETrack Systems Ltd from being made a party to any lawsuit or claim regarding A BASETrack Product provided to any Partner or End User. You hereby agree to indemnify and hold harmless BASETrack Systems Ltd from any and all claims of whatever nature brought by any of your customers against BASETrack Systems Ltd in excess of the remedy set forth in paragraph 8.3.

## **9. Confidentiality**

9.1 You acknowledge that by reason of your relationship with BASETrack Systems Ltd hereunder, you may have access to certain information and materials relating to BASETrack Systems Ltd business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to BASETrack Systems Ltd, which value would be impaired if such information were disclosed to third parties. You agree that you will not use in any way for your own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by BASETrack Systems Ltd. You further agree that you will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by you of any such confidential information in your possession, and all confidential materials shall be returned to BASETrack Systems Ltd or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, BASETrack Systems Ltd shall be entitled to injunctive relief, which relief shall not be contested by you.

## **10. Relationship of the Parties**

10.1 The relationship between BASETrack Systems Ltd and you is that of vendor and purchaser. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. You have no authority, apparent or otherwise, to contract for or on behalf of BASETrack Systems Ltd, or in any other way legally bind BASETrack Systems Ltd in any fashion, nor shall you be authorized to make any representations about A BASETrack Product or its services other than to set forth A BASETrack Products responsibilities as outlined in this agreement and in our published information.

## **11. Disputes**

11.1 The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief shall be subject to formal accredited arbitration upon written demand of either party. Arbitration shall take place in London, England or at another location if both the parties so agree.

## **12. Non assign ability**

12.1 Partners' rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of BASETrack Systems Ltd, which consent shall not be unreasonably refused.

## **13. Partial Invalidity**

13.1 If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. BASETrack Systems Ltd and you agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

## **14. Applicable Law, Jurisdictional Matters**

This agreement takes effect when accepted by BASETrack Systems Ltd in England. It is to be governed by and construed under the laws of the England which shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. You hereby expressly consent to (1) the use of English law and (2) service of process being effective upon it by registered mail sent to the address set forth in paragraph 1.3.1 of this document, as may be changed from time to time by written notice actually received by BASETrack Systems Ltd. BASETrack Systems Ltd will comply with all orders issuing from tribunals having jurisdiction over BASETrack Systems Ltd, and that such compliance could affect the services provided by BASETrack Systems Ltd to you or your customers; you agree to hold BASETrack Systems Ltd harmless from any claims resulting from such compliance.

This concludes the BASETrack Systems Ltd Partner Program Agreement.

07<sup>th</sup> March 2023