



Partner Agreement

ACT! Product Terms

1. Acceptance of the Agreement and these ACT! Product Terms

These ACT! Product Terms shall be deemed to be accepted by you when you either:

- (a) return these Product Terms, signed by you; or
- (b) pay any applicable charge relating to the Swiftpage Partner Programme, including any sign up or annual fee. We shall be deemed to have accepted these Product Terms when we accept your first Order for Products.

2. Commencement Date

These Product Terms shall commence on and be effective from the date we accept these Product Terms. The Agreement shall also be effective from that date, unless an earlier date for commencement of the Agreement is provided for elsewhere.

3. Products

These Product Terms apply to all ACT! products and related services. Swiftpage may add existing products and services to these Product Terms from time to time. Swiftpage may also launch new products and services from time to time. All new products and services which are announced to be ACT! products and services will also be covered by these Product Terms.

4. The Term

Your appointment is for an initial period of 12 months from the date you achieve the Necessary Accreditation. Your continued appointment will be conditional on you achieving the Necessary Accreditation. Your appointment shall continue so long as you continue to pay the relevant charges and to maintain the Necessary Accreditation, though either of us may terminate this Agreement by giving the other at least 3 months' written notice and in accordance with clause 19.1.

5. The Territory

The countries comprising the European Economic Area and Switzerland, excluding the Exclusive Territories.

6. Exclusive Territories

None at the date of this Agreement. We will use our reasonable endeavours to give you at least ninety days' written notice if any part of the Territory becomes an Exclusive Territory.

7. Accreditation

We have a training and accreditation programme which we continuously improve. It contains transparent and objective criteria which you must meet and maintain in order to achieve and maintain the Necessary Accreditation. For new partners, all Necessary Accreditation must be gained within 6 months of signing the Business Partner Agreement. Updates to training and additional training required for staff leavers must be attained within 3 months of the date the accredited staff member left your employment.

8. Partner Copies

Use of Partner Copies

We will supply you with a Partner Copy of a limited number of Swiftpage Products, for a limited number of named users. These products are to be used and installed in accordance with the relevant Software Licence Agreement, except that you may also use them for the following purposes only:

Demonstrations: to give demonstrations to potential and existing customers from the computer upon which the Partner Copy is installed. You must own this computer.

Training: to give training to existing Customers from the computer upon which the Partner Copy is installed. You must own this computer.

In House Use: Partner Copies can be used by you only, to run your own CRM system and related business processes. This benefit may only be exercised by you and, for the avoidance of doubt, not any related entities. In addition, this does not permit you to use the Partner Copy in any way to provide or run any CRM system or related business services or processes for any third parties whatsoever.

Product Entitlement

As an Accredited Swiftpage Partner you are entitled to request Partner Copies of the following products:

- ACT! Premium (5 Users)
- ACT! Premium for Web (5 Users – UK English Edition)

Receiving your Partner Copies

Shortly after your application to become a Partner is accepted by us, you will receive your Partner Copies as above. As an accredited Partner, each time products are either amended, updated or upgraded, an updated version will be made available to you via digital download, unless we notify you otherwise. We may not make these updates available to you: 1. if you have sold less than £2000 of ACT! products and services in the 6 months prior to the general release date of the update, and in the case of ACT! Premium and ACT! Premium for Web; and/or 2. if you do have not achieved the Necessary Accreditation specific to those products on the general release date of the update or reasonably soon after the release date.

If you have not sold £2000 of ACT! products in the last 6 months and/or not achieved the Necessary Accreditation, your account manager may supply these updates at their sole discretion upon your written request and following a full audit of your account performance. Non-accredited Partners will not receive Partner Copies.

Restriction from installing Partner Copies of software on customer sites

Under no circumstances should you install your Partner Copies onto any computer which you do not own and other than in line with the terms set out in this document, without the prior written consent of Swiftpage. Doing so shall comprise a material breach of this Agreement.

9. Price List

For the purpose of this Agreement, the Price List is our price list and discount policy published by us from time to time, which we communicate to you in writing. From time to time we may offer special promotions, incentives and discount rates (including different discount rates). Our fees and other charges not included in the Price List (for example for professional services and training) are as published by us from time to time in the relevant publication (including our web site).

How we may vary our Price List

We may vary our Price List at any time, without notice. If we increase our price list, we will try to give you as much notice as is reasonably possible. If we do give you advance notice, we will give you it in writing, including by sending you an email to your nominated contact and/or publishing a notice on our website and/or in standard monthly communications.

In this agreement use of the '£' sign is to denote GBP, British pounds sterling. If the Price List is in a currency other than British pounds, references in these Product Terms to British pounds shall be to the currency used in the Price List, converted from British pounds to the currency in the Price List at the date the relevant transaction between you and Swiftpage took place.

Additional information relating to Support pricing when a Customer upgrades during the contract term

The charge for a mid-term change in Support applies to all registrations of Swiftpage software, which are supported under a support and maintenance contract. This charge is the payment of the difference between the Support contract on the previous package and the package to which the customer is upgrading. For example:

- 5 user ACT! Professional Support (12 Months) £350
- ACT! Premium Support (12 Months) £550

If a customer upgrades from ACT! Professional to ACT! Premium, after 6 months of their contract, they will pay the difference between the two contract prices, as follows:

■ ACT! Professional paid = £350

■ ACT! Premium $(£550-350)/12 = £16.67$ x months remaining (6) = **£100**

The Partner must ensure that this charge is quoted to the customer and must inform the customer of its calculations and rationale as requested.

Concessionary Pricing

Swiftpage in its sole discretion may introduce and remove concessionary pricing. Full details of any current concessionary pricing are available upon request.

Our other fees and charges

Our fees and other charges for training and accreditation are as published by us from time to time in the relevant training and accreditation documentation. Our fees and charges for other services, not included in the Price List (for example for bespoke on-site training), are available in writing from us.

10. Delivery and delivery charges

We reserve the right to deliver Products to you in any way we deem appropriate, including for example courier, post, ftp site. We will charge you at our notified rates for delivering Products.

11. Deductions required by local tax authorities

11.1 This paragraph 11 applies if your invoice address is outside the U.K. or the Republic of Ireland.

11.2 If you are required by law to make any deduction or withholding (as described in clause 6.4.2 of the Agreement), you shall:

a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

b) pay us such additional amount as shall result in the net amount we receive being equal to the amount which we would have received had no such deduction or withholding been made;

c) pay to the applicable taxation or other authorities within the period for payment permitted by law, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this sub-clause);

d) promptly forward to us evidence of the deduction or withholding which has been made, including all receipts or other official documentation which are issued by the relevant taxation authority provided that if we have received a tax benefit (in the form of a credit against or relief or remission for, or repayment of any tax paid or payable by it) by reason of any deduction or withholding in respect of which you have made an increased payment under this clause, we will pay to you (to the extent that we can do so without prejudicing the amount of such benefit or repayment and our right to obtain any other benefit, relief or allowance which may be available to it) such amount, if any, we actually received so that we are left in no worse position than we would have been in, if the deduction or withholding had not been required.

11.3 We shall use all reasonable endeavours to obtain the relevant relief from any UK withholding tax (available by reason of any deduction or withholding in respect of which we have made an increased payment under this clause) under any applicable double taxation treaty as may be in force from time to time.

11.4 If necessary, you shall obtain any government approval required for you to execute this Agreement and to discharge all of your obligations under it and you are solely responsible for payment of any applicable customs duties, import and export fees, taxes and other charges and costs relating to the export and/or import of the Products. If you provide an official valid certification of tax exemption, we will honour such certification.

12. Ordering Procedure

Orders can be placed by calling the relevant number or alternatively by contacting your account manager (by email or phone) and quoting your account details. Orders are accepted by us once we confirm (verbally or in writing) that we accept your order. As a minimum, you must provide us with the following information for each order:

- Customer's business name or name of licensee
- Customer's address
- Customer's telephone number
- Product details (names, versions, type etc.)
- Number and type of licences/number of users
- Contact email address (if available and you notify the Customer that we will communicate with them via email).

If you place an order for ACT! Premium which is for more than 10 users, we may require the original paper version of the relevant ACT! software licence agreement, signed with the signature of a director of the licensee/customer.

You will not be allowed to cancel an order once it has been placed with us. Any exceptions to this will be dealt with on a case by case basis and will be entirely at our discretion. Where we accept the order and once you have received the serial number and Software Materials, you will supply the Software Materials to the End-User. You will inform the End User of its obligations to use the Software Materials in accordance with the End User Licence Agreement.

13. Support and Maintenance

Our provision of technical support and maintenance to you

Support

We will provide you with support as described in our standard contract terms for providing a support and maintenance service ('Support'). Subject to those standard terms, during the Term we will provide you with Support, only to your technically accredited personnel for the Products, and only for your own operational purposes relating to your own data. You agree not to use Support for or on behalf of any of your Customers. Doing so shall comprise a material breach of this Agreement. You acknowledge that we keep records of the numbers of support calls made by all our customers, so are able to ascertain whether a certain customer is making an unexpectedly high number of calls. This would occur if one customer was using our support for or on behalf of its own Customers. You agree that, based on such records, we may decide in our absolute discretion whether you are using support other than for your own operational purposes. In addition to our other rights in this Agreement we may refuse to provide Support, and/or suspend or terminate your ability to access Support if at any time you are in breach of this section 13 or our standard terms for Support.

For a limited period of time we will only be able to provide Support in English. During this time these personnel must speak and understand English. We will inform you in writing of the date when we will start to provide Support in French.

Maintenance

Updates to and new versions of Partner Copies of Products will be provided to you as described in the 'Use of Partner Copies' section of this Schedule.

Your provision of technical support to your Customers

On completion of technical accreditation for ACT! Premium and ACT! Premium for Web you will be entitled to distribute licences of these Products. You will be required to provide technical support to the customer for these Products until the customer's implementation is successful. In normal circumstances this will be deemed to occur when the customer has paid you all your charges for your services relating to the implementation during that period, unless the customer has made you aware of any unsatisfactory aspect of the implementation. Swiftpage will provide you with second line support, only to your personnel who have successfully completed (and maintained) our relevant training and accreditation.

14. Termination

In addition to the circumstances set out in the main terms of the Agreement, we may terminate this Agreement on written notice:

1. with immediate effect if you fail to meet the Revenue Target; or
2. with immediate effect if another person acquires the ability to direct your affairs, whether by virtue of the ownership of shares, contract or otherwise; or

3. of at least seven days, if after three months we have been unable to contact you (we will try to contact you at least once using each of email, phone call and letter by standard post) and you have not contacted us; or
4. of at least six months, without reason.

15. Revenue Target

£2000 per year, which we may change from time to time by giving you prior written notice of at least thirty days.

16. Additional Terms

ACT Certified Consultants (ACCs)

Some of our Partners may be (or become) ACCs. Participation in the ACC programme is subject to the terms set out in the relevant documentation.

Microsoft SQL Server

If you are authorised and accredited to distribute ACT! Premium for Workgroups, you agree to comply with any relevant terms relating to the use of Microsoft SQL Server. You also agree not to separate Microsoft SQL Server from ACT! Premium or use or exploit Microsoft SQL Server in any way that breaches the relevant terms of either Swiftpage's or Microsoft's relevant licence agreement(s). You will continuously indemnify us for any breach by you of the obligations in this paragraph. Microsoft Corporation has contractually required us to impose these terms on you.

Renewals

An auto-renewal policy operates for Support contracts for ACT! customers. The system works much in the same way as car insurance. A number of weeks prior to the contract renewal date, the contract customer will receive a renewal invoice directly from us. There are a number of policies which support this process:

Restart fee for lapsed customers – if an ex-contract customer cancels a contract but then wishes to receive it again, they will be subject to a re-start fee. This fee is to cover the cost of associated admin. Please contact your account manager to request how much the re-start fee will be.

Partners cannot cancel customer's contracts – Under no circumstances are Partners permitted to cancel contracts on behalf of a Customer.

Secondary Distribution

It is our strategy to have a fully accredited business partner channel. It is important that all Partners, regardless of size, provide the same levels of service to our mutual customers. The Swiftpage Training and Accreditation Scheme (where available) is designed to ensure our Partners deliver an excellent level of customer satisfaction and reduce the level of customer complaint to Swiftpage regarding poor consultation, recommendation, deployment, support and ongoing service relating to Swiftpage's products. In view of this and as set out in clause 2.5, accredited Partners may only re-distribute products to other accredited Partners. They must **not** re-distribute to any other source including, non-accredited Partners, or other non-accredited entities who intend to resell the product. If we find instances of unauthorised distribution through Swiftpage's monthly business audits, we will discuss the matter with you prior to considering what action we should take or require. These actions may include but are not limited to; removing accredited status or withholding your incentive scheme bonuses and account closure. You may from time to time establish business relationships with third parties who are not Swiftpage Partners, whereby a 'finder's fee' arrangement is in place (e.g. the non-Swiftpage Partner finds a potential customer but is not authorised by us to provide them with software, so they refer the potential customer to you and you pay them a finder's fee). If this is the case we require that all customer evaluations and pre sales consultations are done by you as our accredited Partner.

Contact and Account Details

Swiftpage is consistently improving communication to Partners and it is important to ensure that contact data is accurate and maintained. In order to do this we request that you keep us informed of any changes to the following:

- Business name (and trading name, if different) and type (e.g. limited company, sole trader, partnership, LLP, unincorporated association)

- Business address (and registered office address, if different)
- Telephone, mobile and fax numbers
- Primary and Secondary Contact names (with job title)
- Website addresses
- E-mail addresses

Sales tax identification number (e.g. VAT, TVA, MwSt., Ust.)

Company Name Change

You can inform us of any name changes by calling the relevant phone number or by e-mailing your account manager. Should you wish to change your own company name you should take the following steps:

1. Call your Partner account manager on the relevant phone number to inform Swiftpage of the requirements. We will send you the necessary documentation.
2. Complete the standard request form.
3. In the UK, scan and email or post copies of the ‘Certificate of Company Name Change’ issued to you by Companies House. In other countries, you should send the official certificate or other notice from the relevant government agency or official administrative organisation.

This should be accompanied by written confirmation of the request and/or the completed form. Upon receipt of these documents and confirmation by our representative that this is a legitimate name change, we will amend the company name in accordance with your request.

Signed by the authorised signatory of the Partner:

Signed

Name

Position

Company/Business Name

Swiftpage Account Number

Company Registration No.

Registered Address

Sales tax identification number

(e.g. VAT number, numéro TVA intracommunautaire, USt-IdNr.) This information is compulsory. If you are based in the European Economic Area, orders cannot be processed unless you have provided a European sales tax identification number.