

SCHEDULE 1 – Partner Terms of Business

1 INTERPRETATION & STRUCTURE

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

Affiliate:	means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Business Plan:	means a business plan as agreed between the parties and entered into on or around the date of each Order Form.
Commercial Summary:	means the commercial summary of this Framework which sets out (as applicable) the details of the Partner, Condeco, the Term and the Territory, and which is signed by the parties.
Confidential Information:	has the meaning given in clause 12.1
control:	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.
Applicable Data Protection Laws:	means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, including any replacement legislation in the UK; (ii) the Data Protection Act 2018; and (iii) the data protection or privacy laws of any other country to which Condeco is subject.
Delivery:	means the transfer of physical possession of the Hardware to the Partner or End Customer (as applicable).
Effective Date:	means the date set out in the Commercial Summary.
End Customer:	means the Partner’s customer to whom the Partner resells the Services.
End Customer Terms:	means the end user licence agreement in the form set out in Schedule 2 or as otherwise notified to the Partner by Condeco from time to time.
Fees:	means the fees set out in the Order Form(s) and/or SOW(s) payable by the Partner for the provision of the Services.
Framework:	means the agreement between Condeco and the Partner for the provision of the Services which comprises the Commercial Summary, the Schedules and any other documents referred to in these terms and conditions and to the exclusion of all other terms and conditions that the Partner may wish to apply.
Hardware	means the Condeco hardware products to be sold to the Partner as specified in each Order Form and/or SOW and all substitutions,

replacements or renewals of such Hardware and all related accessories, manuals and instructions provided for it.

Initial Term:	means the initial term of this Framework set out in the Commercial Summary.
Intellectual Property Rights:	means 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.
Location	means the location(s) set out in the applicable Order Form and/or SOW or such other location(s) as shall be agreed between the parties in writing.
Order Form:	means each order form or SOW executed by the parties detailing the Services to be supplied to any particular End Customer in a form as prescribed by Condeco from time to time. Each order form shall be a separate contract with Condeco governed by this Framework.
Price List:	means the Condeco price list for the Services made available by Condeco from time to time or as set out in any Order Form.
Professional Services:	means any professional services provided by Condeco to the Partner as set out in an Order Form and/or SOW, to be supplied to the Partner by Condeco.
Referrer	means when the Partner introduces Condeco to a customer for a direct contractual relationship under the Referral Terms.
Referral Terms	means the specific terms applicable where the Partner acts as a Referrer in respect of any order as set out in Schedule 6.
Partner Contract:	means any contract between the Partner and an End Customer which includes the provision of the Services.
Partner Products:	means the hardware and software which the Partner may sell to End Customers in addition to the Services.
Schedules	means this Schedule 1 – Partner Terms of Business, Schedule 2 – End Customer Terms, Schedule 3 –Hardware 4 –Software Service, Schedule 5 – Data Protection and Schedule 6 – Referral Terms.
Services	means the Hardware, the Software, the Professional Services (as applicable) to be provided by Condeco as set out in an Order Form and/or SOW.

- Services Term** means the term set out in the Order Form in respect of the Services. If no term is specified, then the term of the Order Form is 3 years.
- Software Service:** means the software made available by Condeco, including screen management software, enterprise software and sensing software and any other software set out in the SOW and/or Order Form or necessary to deliver the Services.
- Statement of Work or SOW** means the Statement of Work document which sets out the relevant responsibilities in order to enable Condeco to deliver the Services.
- Term:** has the meaning given in clause 8.
- Territory:** means the geographical area described in the Commercial Summary.
- Trade Marks:** means any trade marks which Condeco by express notice in writing may permit or procure permission for the Partner to use in respect of the Services.
- 1.2 If there is an inconsistency between any of the provisions of an Order Form and the Schedules, the provisions in such Order Form shall prevail and take precedence at all times.
- 1.3 The Schedules form part of the Framework and shall have full effect.
- 1.4 Any terms defined in Applicable Data Protection Laws and used in the provision of this Framework relating to personal data shall, for the purposes of that provision, have the meaning set out in Applicable Data Protection Laws.
- 1.5 If an Order Form includes Hardware, the provisions set out in Schedule 3 shall apply to such Order Form.
- 1.6 If an Order Form includes Software Services, the provisions set out Schedule 4 shall apply to such Order Form.

2 PARTNER APPOINTMENT

- 2.1 Condeco hereby appoints the Partner as a non-exclusive reseller of the Services. Condeco will make the Services available to the Partner and grants the Partner the right to resell the Services purchased from Condeco to End Customers in the Territory during the Term under the terms of this Framework. Condeco shall provide the Services as specified in an Order Form and in accordance with the End Customer Terms. The Partner will resell the Services to the End Customer and bind the End Customer to the End Customer Terms. For the avoidance of doubt, Condeco is not responsible and accepts no liability arising from failure to bind or any variations to the End User Terms granted by the Partner to the End User.
- 2.2 The Partner shall be entitled to describe itself as an "Authorised Reseller" of the Services if it wishes but the Partner shall not:
- 2.2.1 represent itself as an agent of Condeco for any purpose;
 - 2.2.2 pledge Condeco's credit or otherwise incur any liability on behalf of Condeco;
 - 2.2.3 commit or purport to commit Condeco to any contractual arrangement;
 - 2.2.4 give any condition, warranty or representation on Condeco's behalf; or

- 2.2.5 make any representations, warranties, promises, guarantees or other commitments regarding the Services other than those given by Condeco to the Partner in this Framework.
- 2.3 The Partner shall not sell the Services through a sales agent or to a sub-distributor or reseller without the prior written consent of Condeco.
- 2.4 For the avoidance of doubt, Condeco shall not represent itself as an agent of the Partner for any purpose or pledge the Partner's credit or otherwise incur any liability on behalf of the Partner or commit or purport to commit the Partner to any contractual arrangement or give any condition, warranty or representation on the Partner's behalf and shall stand behind the representations, warranties, promises, guarantees and other commitments regarding the Services in this Framework.

3 PURCHASE OF SERVICES BY PARTNER FOR RESALE TO END CUSTOMERS

- 3.1 Each time the Partner requires the Services to be supplied, an Order Form, and where necessary an SOW, must be submitted to executed between Condeco and the Partner reflecting the particular Services to be supplied by Condeco to the Partner. The Partner is responsible for ensuring that each Order Form is complete and accurately reflects the requirements of the Partner.
- 3.2 Condeco shall not be obliged to accept any potential order or any request from the Partner to supply any services unless set out in an Order Form.
- 3.3 Condeco may from time to time, on advance notice, amend the Software Service, Hardware or Professional Services and End Customer Terms which are made available under this Framework to reflect any changes, upgrades or modifications which are made to the range of products and services which it supplies, or if any products or services are discontinued, or to comply with any legal or regulatory changes. To the extent such changes are to be made Condeco will, where it is reasonably able to do so, serve two (2) months' notice of such changes upon the Partner and following the expiry of such notice the Software Subscription, Hardware and or Professional Services (as applicable) which the Partner is selling and can sell to its End Customers will be deemed to be changed as set out in such notice and this Framework shall be deemed to be amended as applicable.
- 3.4 The parties agree that Partner's Affiliates may be named in an Order Form and shall be substituted for the Partner for all purposes with respect to such Order Form, including, but not limited to, the payment obligations in respect of the Services and will be bound by the terms and conditions of this Agreement.
- 3.5 The parties agree that Condeco's Affiliates may be named in an Order Form and shall be substituted for the relevant party for all purposes with respect to such Order Form, including, but not limited to, delivery of the Services and will be bound by the terms and conditions of this Agreement.
- 3.6 In the event that the Partner acts as a Referrer, then the Referral Terms shall apply at a Referral Rate of 10% in the event that the Referrer makes a Qualifying Referral, or such other rate as may be agreed in writing.

4 PRICES, PAYMENT AND SUSPENSION OF SERVICES FOR NON-PAYMENT

- 4.1 The prices to be paid by the Partner to Condeco for the Services are set out in the Order Form and shall apply for the duration of the Services Term as set out in such Order Form.
- 4.2 The prices set out in the Order Form exclude all applicable taxes (including any VAT or similar sales tax or levy) which shall be paid by the Partner in addition, at the rate and in the manner prescribed by law, upon receipt of a valid tax invoice.

- 4.3 Subject to prior written agreement, Condeco's reasonable travel accommodation and subsistence expenses relating to the provision of the Professional Services shall be invoiced in arrears and payable by the Partner in accordance with the Order Form.
- 4.4 The Partner shall pay the Fees to Condeco in accordance with the Order Form and regardless of whether the Partner has received payment from the End Customer.
- 4.5 If any Fees remain unpaid fourteen (14) days after the due date then Condeco may, without limiting its other rights and remedies suspend the provision of all Services related in any manner to those unpaid Fees until such amounts are paid in full. Such suspension may impact all users of the URL assigned to the relevant End Customer.
- 4.6 Without prejudice to any other rights or remedies of Condeco, if the Partner fails to make any payment which is properly due and owing to Condeco under this Framework by the due date for payment (**due date**), then the Partner shall pay interest on the overdue amount at the rate of 8% per annum. Such interest shall accrue on a daily basis from fifteen (15) days after the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Partner shall pay the interest together with the overdue amount.
- 4.7 The Partner shall pay all amounts due under this Framework in full without any deduction or withholding except as required by law.
- 4.8 If the Partner has earned referral fees or has similar receivables from Condeco, Condeco may set off any such amounts owing to it by the Partner against any amount payable by Condeco to the Partner.
- 4.9 Other than set out above, neither party shall not be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 4.10 The Partner shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Services.
- 4.11 Condeco may increase the prices set out in any Price List on at least 40 days' prior notice. Such increases will apply to all new Order Forms entered into after the expiry of the notice period unless otherwise set out on such new Order Forms,

5 CONDECO'S UNDERTAKINGS

- 5.1 Condeco undertakes:
- 5.1.1 to provide the Services to the Partner in accordance with the Framework; and
 - 5.1.2 to approve or reject any promotional information or material submitted by the Partner within 28 days of receipt.
- 5.2 Indications regarding performance dates, timelines or commencement of supply shall be estimates only and time in relation to such performance or commencement shall not be of the essence in relation to provision of the Services.
- 5.3 This agreement is non-exclusive. Condeco supplying Services to the Partner shall not prevent any other third party, any other Partner or Condeco from supplying Services to any customer or End Customer in the Territory.
- 5.4 If the Partner or anyone acting on behalf of the Partner and / or the End Customer or the End Customer prevents or delays Condeco from performing any of its obligations under this Framework or the Partner

or anyone acting on behalf of the Partner and / or End Customer or the End Customer fails to perform any relevant obligation (**Default**):

- 5.4.1 Condeco shall, without limiting its other rights or remedies, have the right to suspend supply of any or all of the Services until the Partner, anyone acting on behalf of the Partner and / or End Customer or the End Customer (as applicable) remedies the Default, and to rely on the Default to relieve Condeco from the performance of any of Condeco's obligations to the extent the Default prevents or delays the performance of any of the obligations of Condeco; and
- 5.4.2 Condeco shall not be liable for any costs or losses sustained or incurred by the Partner, anyone acting on behalf of the Partner and / or End Customer or End Customer arising from the Default.

6 PARTNER'S UNDERTAKINGS

- 6.1 The Partner undertakes and agrees with Condeco that at all times during the Term it shall:
 - 6.1.1 employ such number of suitably qualified personnel as appropriate for ensuring the proper fulfilment of the Partner's obligations under this Framework;
 - 6.1.2 in relation to Condeco's performance of its obligations under this Framework, promptly provide Condeco, on written request, with all relevant and reasonable information, reports and assistance concerning the Partner that Condeco may reasonably require
 - 6.1.3 for Condeco to deliver its obligations to the Partner, on a monthly basis and subject to compliance with clause 15, the Partner shall provide Condeco such End Customer information as is reasonably required by Condeco, including but not limited to names, email addresses and contact details of the End Customers;
 - 6.1.4 not resell to or permit the use of the Services by an End Customer unless and until the End Customer has contractually agreed to the End Customer Terms. The Partner is responsible for enforcing compliance by the End Customer with the End Customer Terms. If the End Customer fails to agree to or comply with or the Partner fails to enforce compliance with the End Customer Terms, the Partner shall defend, indemnify and hold harmless Condeco against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with such failure. In such circumstances, Condeco shall
 - 6.1.4.1 provide the Partner with prompt notice of any such claim;
 - 6.1.4.2 provides reasonable co-operation to the Partner in the defence and settlement of such claim, at the Partner's expense; and
 - 6.1.4.3 give sole authority to the Partner to defend or settle the claim
 - 6.1.5 to enable continuity of Services to the End Customer in the event that the Partner chooses to terminate this Framework Agreement, ensure that each End Customer contract includes the right (but not the obligation) for Condeco to step-in and provide the Services direct to the End Customer and for the End Customer to pay any fees due in respect of such Services direct to Condeco.
 - 6.1.6 within thirty (30) days of a written request from Condeco, provide such information as is reasonably requested by Condeco about the Partner's processes and controls to support compliance with this Framework;

- 6.1.7 ensure that no resale of the Services occurs to any End Customer who is subject to any prohibition or restrictions imposed by the US or UK governments, or subject to any trade restrictions with the EU, and that no sale will occur to any End Customers based in any countries subject to the same; and
 - 6.1.8 inform Condeco as soon as reasonably possible of any changes in ownership or control of the Partner or of any change in its organisation or method of doing business which might affect the performance of the Partner's duties in this Framework.
- 6.2 Condeco will supply the Services set out in the Order Form. It is the sole responsibility of the Partner to determine whether or not the Services are appropriate for the resale purposes they intend.

7 ADVERTISING AND PROMOTION

- 7.1 The Partner shall:
- 7.1.1 be responsible for the advertising and promotion of the Services in the Territory at its own cost and shall observe all reasonable directions and instructions agreed to by the parties in relation to the promotion and advertisement of the Services;
 - 7.1.2 ensure that all quotes, estimates or other advance sales materials for the Services provided to a prospective End Customer are stated to be in accordance with the End Customer Terms;
 - 7.1.3 ensure that each End Customer has validly accepted all of the End Customer Terms and, on written request, provide evidence of the same to Condeco within 10 working days; and
 - 7.1.4 when reselling the Services, conduct its business in a manner that reflects favourably at all times on Condeco the Services and the good name, goodwill and reputation of Condeco and avoid deceptive, misleading or unethical practices that are, or might be, detrimental to Condeco, the Services or the public.

8 TERM AND TERMINATION

- 8.1 This Framework shall commence on the Effective Date and shall continue for the Initial Term unless terminated sooner in accordance with its terms. After the expiry of the Initial Term, this Framework shall continue in full force and effect until terminated by either party on six (6) months' written notice or otherwise in accordance with this clause 8. The expiry of such notice to terminate shall not affect any Order Forms which shall continue until they are completed.
- 8.2 Without affecting any other right or remedy available to it, either party may terminate this Framework with immediate effect by giving written notice to the other party if:
- 8.2.1 the other party fails to pay any amount due under this Framework on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 8.2.2 the other party commits a material breach of any other term of this Framework which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) days for a Service level issue or thirty (30) days for all other issues after being notified in writing to do so;
 - 8.2.3 a party suspends or threatens to suspend payment of its debts;

- 8.2.4 a resolution is passed for the winding-up of the other party or a receiver, administrator or administrative receiver is appointed over the whole or any part of the assets of the other party or the affairs, business or property of the other party is to be managed under any arrangement with the creditors of the other party;
 - 8.2.5 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 8.2.3 or 8.2.4; or
 - 8.2.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.3 In addition to the Framework termination rights in 8.2, to protect Condeco from incurring Service provision costs where there is significant risk of not being paid, if the Partner becomes subject to any of the events listed in 8.2, or Condeco reasonably believes that the Partner is about to become subject to any of them and notifies the Partner accordingly, then, without limiting any other right or remedy available to Condeco,
- 8.3.1 all outstanding sums on each Order Forms shall become immediately due and:
 - 8.3.2 If full payment of all outstanding sums is not received on any Order Form, Condeco may suspend all further deliveries under this Framework for that Order Form without incurring any liability to the Partner.
- 8.4 Without prejudice to any other rights or remedies to which Condeco may be entitled, Condeco may terminate this Framework without liability to the Partner if:
- 8.4.1 the Partner challenges the validity of the Intellectual Property Rights in the Hardware, the Software Subscription and/or the Trade Marks; or
 - 8.4.2 the Partner purports to assign any of its rights or obligations under this Framework other than as may be permitted under this Framework.
- 8.5 Upon termination or expiry of this Framework for any reason:
- 8.5.1 The obligations imposed by this Framework on Condeco and the Partner with regards to each Order Form remain until that Order Form expires but no new Order Forms will be accepted;
 - 8.5.2 to ensure continuity of Services to End Customers, if the Partner fails to meet its obligations to Condeco in respect of an Order Form, Condeco may give notice to the Partner requiring the Partner to assign, novate, subcontract or otherwise transfer to Condeco any of its rights or obligations under such parts of that Existing Customer's Partner Contract which relate to the Services;
 - 8.5.3 Where such notice is given, the Partner shall do all such things as are reasonably required to give effect to such assignment, novation, sub-contract or transfer. Partner
 - 8.5.4 In such circumstances, Condeco shall treat the first year of any subsequent direct contract between Condeco and an End Customer as a Referral by the Partner and a Referral Fee (as defined in Schedule 6), shall be payable at a Referral Rate of 10%;
 - 8.5.5 In the event that Condeco does not wish to continue to provide the Services to an Existing Customer, the Partner shall upon Condeco's request take such reasonable steps as are

necessary to ensure that the Partner Contract with such Existing Customer is terminated upon the next possible renewal date.

9 EFFECTS OF TERMINATION

- 9.1 In the event of termination of this Framework and subject to clause 9.2 the right of the Partner to resell the Services or any part of it shall cease and Condeco shall cease to have any obligations to provide the Services save in respect of any Accepted Order Forms at the date of termination which, subject to the Partner meeting its obligations in respect of such Accepted Order Forms, shall continue until they are completed.
- 9.2 Upon termination or expiry of this Framework for any reason:
- 9.2.1 without affecting its obligations in respect of personal data under clause 13, the Partner shall cease to access the Software Service except in regard to unexpired Order Forms. Continued provision of the Services under such unexpired Order Forms shall continue to be subject to the terms of this Framework until the end of the term of each Order Form;
- 9.2.2 without affecting its obligation in respect of personal data under clause 13, on the expiry of the period under clause 8.2.2, the Partner shall promptly return to Condeco, or otherwise dispose of as Condeco may instruct, all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers whatsoever sent to the Partner and relating to Condeco's business (other than correspondence which has passed between the parties) which the Partner may have in its possession or under its control; and
- 9.2.3 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.
- 9.3 The termination of this Framework shall not of itself give rise to any liability on the part of either party to pay any compensation to the other 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.
- 9.4 The termination of this Framework shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly or by implication stated to survive termination.

10 COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 In the event that the Partner is aware, or should reasonably be aware of any change in the local laws and regulations affecting the manufacture, sale, packaging and labelling of the Services which are in force within the Territory or any part of it, the Partner will give Condeco as much advance notice as reasonably possible of such change. On receipt of such notice from the Partner, Condeco shall endeavour to ensure that the Services complies with any change in the local regulations by the date of implementation of that change or as soon as is reasonably possible afterwards.

11 LICENCE OF INTELLECTUAL PROPERTY RIGHTS TO PARTNER

- 11.1 Any Intellectual Property Rights created prior to the Effective Date shall vest exclusively with the party or parties who created the same and it is not intended that there will be any transfer of ownership of any Intellectual Property Rights from one party to the other.

- 11.2 Condeco undertakes and represents that it has full capacity and is the owner of or has all necessary licences, permits, certificates, authorities and consents in respect of the hardware and other Intellectual Property Rights required for the purposes of enabling the Partner to resell the Services.
- 11.3 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to the Services and all documentation relating to the same belong, and shall belong, to Condeco. Nothing in this Framework or in any Order Form assigns such Intellectual Property Rights to the Partner or the End Customers and the only right the Partner or the End Customers have in relation to such Intellectual Property Rights, is the right to use them in accordance with the terms of this Framework.
- 11.4 The Partner shall, at the expense of Condeco, take all such reasonable steps as Condeco may require to assist Condeco in maintaining the validity and enforceability of the Intellectual Property Rights of Condeco during the Term.
- 11.5 Without prejudice to the right of the Partner or any third party to challenge the validity of any Intellectual Property Rights of Condeco, the Partner 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 Condeco 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.
- 11.6 Condeco grants to the Partner a non-exclusive, limited and revocable licence to use the Trade Marks during the Term and subject to the terms and conditions of this Framework solely for the purposes of performing the Partner's obligations under this Framework.
- 11.7 The Partner shall not copy any part of the Hardware or Software Service nor modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Hardware or Software Service except and only to the extent that it is expressly permitted by applicable law.
- 11.8 The Partner shall ensure that each reference to, and use of, any of the Trade Marks by the Partner is in a manner approved from time to time by Condeco and accompanied by an acknowledgement in a form approved by Condeco that the same is a trade mark (or registered trade mark) of Condeco.
- 11.9 The Partner shall not:
- 11.9.1 use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill or reputation of Condeco therein;
 - 11.9.2 use in relation to the Services any trade marks other than the Trade Marks (and its own trade marks) without obtaining the prior written consent of Condeco;
 - 11.9.3 use any trade marks or trade names so resembling the Trade Marks or trade names of Condeco as to be likely to cause confusion or deception;
 - 11.9.4 use any of the Trade Marks in any way which is derogatory or disparaging or which, in Condeco's reasonable opinion, is materially adverse to the commercial interests of Condeco;
 - 11.9.5 directly or indirectly take legal action to challenge or question the validity of any of the Trade Marks; or
 - 11.9.6 make any application for any trade mark which is identical to or confusingly similar to the Trade Marks.

- 11.10 Other than the licences expressly granted under this Framework, 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 Framework, the Partner shall have no rights in respect of the Trade Marks or any trade names used by Condeco in relation to the Services or their associated goodwill, and the Partner hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, Condeco.
- 11.11 The Partner shall immediately inform Condeco if it becomes aware of any circumstances where the Services (or any part of it) or the Trade Marks infringes the Intellectual Property Rights of any third party or where any third party infringes (or may infringe) any of the Intellectual Property Rights that exist in the Services (or any part of it).
- 11.12 Following any such notice under clause 11.11 above:
- 11.12.1 Condeco shall defend the Partner against any claims that the marketing, advertising or distribution of the Services or use of the Trade Marks in accordance with this Framework infringes a third party's Intellectual Property Rights and shall indemnify the Partner on demand for and against any damages, losses, costs and expenses (including reasonable legal costs and expenses) or other liabilities incurred by the Partner as a result of such claim, provided that:
- 11.12.1.1 Condeco is given prompt notice of such claim;
- 11.12.1.2 the Partner does not make any admissions without Condeco's prior written consent nor do or fail to do anything which may prejudice Condeco's defence of the claim;
- 11.12.1.3 the Partner provides reasonable co-operation to Condeco in the defence and settlement of such claim, at Condeco's expense; and
- 11.12.1.4 Condeco is given sole authority to defend or settle the claim.
- 11.12.2 In the defence or settlement of any claim under 11.12.1 Condeco may: procure the right for the Partner to continue distributing the Services; or replace or modify the Services so that it becomes non-infringing; or, if such remedies are not reasonably available, terminate this Framework on 30 days' notice to the Partner without any liability to the Partner.
- 11.13 Condeco shall not in any circumstances have any liability under clause 11.12.1 if the alleged infringement is based on:
- 11.13.1 the Partner Products, whether in whole or in part;
- 11.13.2 a modification of the Services by anyone other than Condeco;
- 11.13.3 the Partner's marketing, advertising, distribution or use of the Services in a manner contrary to the instructions given to the Partner by Condeco;
- 11.13.4 the Partner's marketing, advertising, distribution or use of the Services after notice of the alleged or actual infringement from Condeco or any appropriate authority; or
- 11.13.5 use or combination of Condeco Products with the Partner Products in circumstances where, but for such combination, no infringement would have occurred.
- 11.14 Clauses 11.10 and 11.11 state the Partner's sole and exclusive rights and remedies, and Condeco's entire obligations and liability, in the case of any matter falling under clause 11.10.1.

11.15 Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including, but not limited to, the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party, provided that that party is given such indemnity as it may reasonably require against any damage to its name.

12 CONFIDENTIALITY

12.1 For the purposes of this Framework, “**Confidential Information**” shall include:

12.1.1 this Framework;

12.1.2 any part or performance of the Services;

12.1.3 any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, intentions, or market opportunities of the disclosing party; and

12.1.4 any information that ought, in good faith, to be treated as confidential given its nature and/or the circumstances of its disclosure.

12.2 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 12.3.

12.3 Each party may disclose the other party's Confidential Information:

12.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Framework. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.4 The obligations of confidentiality under this clause 12 will not apply to information which:

12.4.1 was in the public domain prior to disclosure or comes into the public domain other than by way of a breach of this Framework;

12.4.2 is lawfully in a party's possession before disclosure under this Framework and such party can provide reasonable evidence of such possession;

12.4.3 is received by a party from a third party who does not breach any duty of confidence in disclosing it and this can be shown by reasonable evidence;

12.4.4 was independently developed by the recipient without any use of the Confidential Information of the disclosing party; and/or

12.4.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body 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 12.4.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5 For the avoidance of doubt the obligations set out in this clause 12 shall survive termination of this Framework and shall continue for a period of five years thereafter.

13 DATA PROTECTION

13.1 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws and shall not, in processing personal data provided by the other party, place the other party in breach of Applicable Data Protection Laws.

13.2 Condeco and the Partner acknowledge their understanding that, for the purposes of Applicable Data Protection Laws, they are each independent controllers of the following types of personal data, to the extent that it is shared between the parties: names and email addresses of the employees, agents and consultants of the End Customers.

13.3 Where the Partner provides Condeco with names, contact details and other personal data of the employees, agents and consultants of an End Customer, the Partner will ensure that it has all necessary rights to and consents as required by Applicable Data Protection Law to provide such personal data to Condeco and to enable Condeco to supply the Services.

13.4 Where Condeco processes the personal data of the Partner as part of its obligations to the Partner under this Framework, it does so for the purpose of performance of this Framework.

13.5 Where either of the parties considers that they are “joint controllers” or where a party reasonably concludes it is acting in the capacity of a processor on behalf of the other party for the purposes of Applicable Data Protection Laws, they shall notify the other party and the parties shall negotiate in good faith an arrangement between them with regards to their respective responsibilities for compliance with the obligations of Applicable Data Protection Laws.

13.6 Condeco shall be a data processor in respect of the personal data that may be processed as part of its provision of the Software Service to an End Customer. Such processing shall be governed by Schedule 5.

14 WARRANTIES

14.1 Each party represents, warrants and undertakes that:

14.1.1 it has full capacity and authority and all necessary consents to enter into and to perform this Framework and to grant access permissions referred to in this Framework and that this Framework is executed by its duly authorised representative and represents a binding commitment on it; and

14.1.2 without affecting its other obligations under this Framework, it shall comply with all applicable legislation, mandatory rules or guidance issues by any applicable regulatory body in the performance of its obligations under this Framework.

14.2 Condeco warrants to the Partner that the Services (or any part of it) shall be performed with reasonable care and skill and shall conform to any specification provided by Condeco.

14.3 In the event of any breach of Condeco's warranty in clause 14.2 (whether by reason of defective materials, production faults or otherwise) the Partner's sole remedy and Condeco's only obligation and liability to the Partner shall be for Condeco to:

14.3.1 replace the part of the Services in question; or

14.3.2 repay an element of any price paid for the part of the Services less a reasonable sum for use of that part of the Services up to the point of such breach.

15 LIMITATION OF LIABILITY

- 15.1 Nothing in this Framework excludes the liability of either party:
- 15.1.1 for death or personal injury caused by that party's negligence; or
 - 15.1.2 for fraud or fraudulent misrepresentation.
- 15.2 Subject to clause 15.1 and clause 15.3:
- 15.2.1 Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Framework; and
 - 15.2.2 save for any indemnity given by either party in this Framework, and excluding the Partner's liability to pay all Fees, each party's total aggregate liability in respect of each Order Form in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of an Order Form shall not exceed the total Fees payable by the Partner to Condeco under such Order Form.
- 15.3 Subject to clause 15.1, Condeco shall not be liable for any loss, claim, damage, expense or liability of any nature whatsoever suffered by the Partner, an End Customer and/or any third party where such liability arises directly or indirectly, and does not warrant the functionality of the Services (or any part of it) nor accept responsibility for any failure and/or fault in the Services which results from:
- 15.3.1 any malfunction or failure of any nature whatsoever, of any equipment or third-party systems outside of Condeco's control;
 - 15.3.2 any operation or utilisation in any manner of the Services or any part of it by the Partner and/or an End Customer outside of this Framework and/or any other instructions of Condeco from time to time; or
 - 15.3.3 any breach by the Partner of this Framework or failure by the End Customer to comply with any of the obligations set out in the End Customer Terms.
- 15.4 Except as expressly and specifically provided in this Framework all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Framework.

16 ANTI-BRIBERY & MODERN SLAVERY

- 16.1 Each party shall:
- 16.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption that apply to Condeco, the Partner and/or in the Territory including, for the avoidance of doubt, the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977, (**Relevant Requirements**) and not engage in any activity, practice or conduct which would constitute an offence under such laws, regulations or codes;
 - 16.1.2 have and shall maintain in place throughout the Term its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

- 16.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Framework.
- 16.2 Each party shall ensure that any person associated with the Partner in connection with this Framework does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner in this clause 16 (**Relevant Terms**). The Partner 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 Condeco for any breach by such persons of any of the Relevant Terms.
- 16.3 Each party shall:
- 16.3.1 comply with all applicable anti-slavery and human trafficking Laws, including but not limited to the UK Modern Slavery Act 2015 (**Anti Slavery Requirements**);
- 16.3.2 have and maintain throughout the term of this Agreement robust and adequate internal procedures (including but not limited to appropriate policies, approval processes, training and monitoring) to ensure its compliance with the Anti-Slavery Requirements;
- 16.3.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct was carried out in the UK; and
- 16.3.4 promptly notify the other party in writing if it, or any of its employees, agents, contractors or representatives, becomes the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Modern Slavery Act 2015 (including if any such investigation is threatened or pending), or if it becomes aware of any slavery and human trafficking taking place in any part of its business.
- 16.4 Breach of any of the provisions in this clause 16 is a material breach of this Framework for the purposes of clause 8 and, in addition to any other right, relief of remedy, entitles Condeco to terminate this Framework immediately and seek compensation for any damages caused.

17 GENERAL

- 17.1 Neither party shall be liable to the other under this Framework if it is prevented from or delayed in performing its obligations under this Framework, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (excluding in respect of the workforce of Condeco), 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 or storm provided that the Partner is notified of such an event and its expected duration.
- 17.2 No variation of this Framework shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.3 No failure or delay by a party to exercise any right or remedy provided under this Framework 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.
- 17.4 Except as expressly provided in this Framework, the rights and remedies provided under this Framework are in addition to, and not exclusive of, any rights or remedies provided by law.

- 17.5 If any provision (or part of a provision) of this Framework is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.6 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 17.7 This Framework, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.8 Each of the parties acknowledges and agrees that in entering into this Framework it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Framework or not) relating to the subject matter of this Framework, other than as expressly set out in this Framework.
- 17.9 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Framework save where such assignment or transfer is to a party's Affiliate.
- 17.10 Nothing in this Framework is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.11 Except as expressly provided in this Framework, this Framework does not confer any rights on any person or party other than the parties to this Framework.
- 17.12 Any notice required to be given under this Framework shall be in writing in the English language and shall be delivered by hand or sent by pre-paid recorded or special delivery to the other party at its address set out in this Framework, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Framework.
- 17.13 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9 am on the first working day following delivery). A correctly addressed notice sent by recorded or special delivery shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

18 GOVERNING LAW AND JURISDICTION

The Framework and each Order Form shall be governed by the laws of the county specified in the Commercial Summary as Condeco's Country of Registration. The same country's courts shall have exclusive jurisdiction over any disputes that may arise under the Framework or any Order Form. Where Condeco Software Inc, is the contracting entity then the Framework shall be governed by New York law and subject to the exclusive jurisdiction of the New York state courts. Where Condeco Software GmbH is the contracting entity then the courts of Frankfurt-am-Main shall have exclusive jurisdiction.