



CloudCover services

Partner agreement

PRIVATE

Virtual Data Centre Services Limited

And

XXXXXX

DATED 07 February 2023

Parties

(1) **Virtual Data Centre Services Limited (“virtualDCS”)**, a company registered in England under company number 07238621 whose registered office is at The Waterscape, Leeds, LS5 3EG.

XXXXXX (“Partner”), a company registered in England under company number XXXXXX whose registered office is at Hello World

Background

(A) virtualDCS provides a range of CloudCover services to enable customers to backup and replicate business information and servers, securely, and to UK based IS27001 standard data centre locations.

(B) virtualDCS wishes to appoint the Partner as its non-exclusive reseller to distribute the Services (as defined below) with the XXXXXX Products (as defined below).

(C) The Partner agrees to resell the Services with the its own Products and to distribute the Combined Products (as defined below) on and subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

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

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Business Hours:	the period from [9.00 am to 5.00 pm] on any Business Day.
Combined Products:	the Services and the Partner Products as (or to be) developed, marketed and licensed by the Partner to its customers pursuant to this Agreement.
Control:	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 interpreted accordingly.
Effective Date:	the date of this agreement.
EULA:	the end user licence agreement available at www.veeam.com/eula.html .
Intellectual Property	patents, rights to inventions, copyright and neighbouring and related

Rights:	rights, trade marks and service marks, business names and rights in 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.
“Platform”:	the platform, network and connectivity through which the Services are to be provided.
“Services”:	The services made available by virtual DCS for resale by the Partner which include but are not limited to 1) Veeam Cloud Connect, remote backup and replication of on-premise servers; 2) CloudCover 365, Remote backup of Microsoft 365; and 3) associated professional services, together with any other products which virtualDCS may permit the Partner, by express notice in writing, to market pursuant to this Agreement. Terms applicable to such Services are shown on the virtualDCS website at www.virtualdcs.co.uk .
Legislation:	any statute, statutory provision or subordinate legislation or any mandatory rules issued by any regulatory body having jurisdiction over the applicable party.
Order:	an order for Services on the virtualDCS standard order form and subject to the virtualDCS General Terms (and any Service-specific terms), which are shown on the virtualDCS website at www.virtualdcs.co.uk .
Trademarks:	The unregistered trademark “CloudCover”.
XXXXXX Products:	XXXXXX's products that may be combined with the Services to form the Combined Products.
“VAT”:	value added tax and any similar additional tax.
Year:	the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of this agreement.

1.2 Clause and schedule headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Any obligation in this Agreement on a person not to do something includes an obligation

not to agree, allow, permit or acquiesce in that thing being done.

- 1.5 A reference to writing or written includes e-mail.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. References to this Agreement include the schedules and background, which may be amended from time to time by agreement between the parties.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. Scope

- 2.1 This Agreement covers the supply by virtualDCS of CloudCover backup and DRaaS services to the Partner for resale to its end customers, and any associated matters.
- 2.2 The Services that are available for supply by virtualDCS under this Agreement include Veeam, Veeam Cloud Connect, CloudCover 365, and Consultancy Services.
- 2.3 The parties shall follow the procedures for ordering the Services from virtualDCS as set out in virtualDCS sales order procedure, which will be provided separately and updated from time to time. For the avoidance of doubt, virtualDCS shall have no obligation to make any Services available pursuant to this Agreement unless and until an Order Form, on the virtualDCS standard form and subject to the virtualDCS general terms and any Service-specific terms, has been agreed and executed by the Partner, and only to the extent identified in any such Order Form.
- 2.4 The Partner shall be entitled to describe itself as an "Authorised Partner" of the Services but shall not represent itself as an agent of virtualDCS for any purpose, nor pledge the credit of virtualDCS or give any condition or warranty or make any representation on behalf of virtualDCS or commit virtualDCS to any contracts.
- 2.5 The Partner's appointment under this Agreement only grants to the Partner a licence to make the Services available either alone or as part of the Combined Products, and does not transfer any right, title or interest to any such Services to the Partner or its customers.

3. virtualDCS's obligations

- 3.1 virtualDCS shall:
 - (a) appoint the Partner as its non-exclusive distributor to combine the Services with the XXXXXX Products and distribute the Combined Products on the terms of this agreement;
 - (b) provide the Services to the Partner and the Customers in a timely manner and with reasonable care and skill;

- (c) ensure that the Services comply with the minimum technical and performance requirements set out in the Order and any additional agreed specifications;
- (d) not make any changes to the Order which may adversely affect either the Services or the Combined Products (but subject always to the foregoing provisions of this sub-clause virtualDCS shall be permitted to make changes to the manner in which the Services are provided (including, by way of example, by changing any third party software provider it may use));
- (e) ensure that the Services are provided in accordance with the Order however Partner acknowledges that virtualDCS does not guarantee that the Services will be continuously available or fault free;
- (f) provide its reasonable co-operation with the Partner in all matters reasonably relating to the Services;
- (g) provide, in a timely manner, such materials and other information as the Partner may reasonably require regarding the Services and to enable Partner to properly and efficiently to discharge its duties under this agreement, and virtualDCS shall ensure that they are accurate in all material respects;
- (h) obtain and maintain all necessary or prudent licences and consents and comply with all relevant legislation in relation to the Services throughout the term of this Agreement;

3.2 The provisions of clause 3.1 are limited by the following factors:

- (a) The functionality and/or failure of performance of third party software upon which the Services rely and which is outside of the control of virtualDCS;
- (b) Platform security and safety;
- (c) VirtualDCS's obligation to ensure that all its customers should be able to use the Services in an appropriate manner. If use of the Services by any user exceeds what virtualDCS regards (acting reasonably) as an excessive amount of resource, virtualDCS will contact the user and discuss the reasons why and seek to agree a solution to reduce the impact such heavy use has on other Service users. If a solution cannot be agreed and implemented within a reasonable time, virtualDCS reserves the right to impose reasonable limits on the use of the Services but only to the extent reasonably required to ensure the reasonable availability of the Services to other customers.

3.3 virtualDCS shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Breach of this clause shall be deemed a material breach of this Agreement entitling the Partner to terminate it immediately.

3.4 virtualDCS shall not without the Partner's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the XXXXXX Products or Combined Products which are inconsistent with those contained in the promotional material supplied by the Partner or otherwise incur any liability on behalf of the Partner howsoever arising.

4. Partners obligations

4.1 The Partner shall:

- (a) use its reasonable endeavours to promote the distribution and sale of the Combined Products and to expand the sale of the Combined Products by all reasonable and proper means;
- (b) provide its reasonable co-operation with virtualDCS in all matters reasonably relating to the Services;
- (c) provide, in a timely manner, such materials and other information as virtualDCS may reasonably require regarding the XXXXXX Products and the Combined Products (including regarding sales of the latter), and ensure that they are accurate in all material respects;
- (d) obtain and maintain all necessary or prudent licences and consents and comply with all relevant legislation in relation to the XXXXXX Products throughout the term of this Agreement;
- (e) follow virtualDCS's reasonable directions about the use of the Services which virtualDCS reasonably believes are in the interests of end customers generally;
- (f) ensure that the customers are contractually obliged to only use of the Services for lawful purposes, in accordance with all applicable laws and without being a nuisance to anyone,
- (g) ensure that Customers of the Combined Products are aware of and accept the terms and conditions of the EULA before using the Combined Products
- (h) provide virtualDCS such information about the Customers of the Combined Products as is reasonably required by virtualDCS for the purposes of managing and enforcing the terms of the EULAs with such Customers;
- (i) never interfere with the reasonable use of the Platform by any other user;
- (j) comply with the CloudCover Subscriber Agreement and policies at all times;
- (k) avoid deceptive, misleading or unethical practices that are, or might be, detrimental to VirtualDCS.

4.2 If virtualDCS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Partner, their agents, subcontractors, consultants or employees, virtualDCS shall not be liable for any costs, charges or losses sustained or incurred by the Partner or their Customers that arise directly or indirectly from such prevention or delay.

4.3 The Partner shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Breach of this clause shall be deemed a material breach of this Agreement entitling virtualDCS to terminate it immediately.

4.4 The Partner shall not without virtualDCS's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the promotional material supplied by virtualDCS (including, without limitation, the EULA) or otherwise incur any liability on behalf of virtualDCS howsoever arising.

5. Charges and payment

- 5.1 In consideration of the provision of the Services by virtualDCS, the Partner shall pay the agreed charges set out in the relevant Order. All charges are exclusive of VAT, which shall be payable by the Partner in addition.
- 5.2 virtualDCS shall give the Partner not less than 30 days' notice of any changes in the cost of any third party-supplied elements of the Services (including third party software), after which period the change in the charges in respect of such third party-supplied elements as set out in that notice shall apply. Other provisions relating to changes to virtualDCS' charges are set out in the relevant Order.
- 5.3 virtualDCS shall bill the Partner monthly in advance for the Services, save as otherwise agreed
- 5.4 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay virtualDCS sums due under any Order on the due date, virtualDCS may:
- (a) claim interest at the rate of 4% per annum (which the parties agree shall be a sufficient remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998) and the Partner shall pay the interest immediately on demand; and
 - (b) suspend access to the Services to which the non-payment relates
- 5.5 virtualDCS may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Partner, whether under this Agreement or otherwise, against any amounts payable by it to the Partner, whether under this Agreement or otherwise.
- 5.6 Notwithstanding a bona fide dispute between virtualDCS and the Partner, the Partner agrees and undertakes to virtualDCS that its invoice(s) will be paid by it on time and no monies will be withheld from virtualDCS. Should the Partner fail to pay any invoice(s) relevant to the Services, without the agreement of virtualDCS or for a bona fide dispute for whatever reason virtualDCS reserves the right to contact the Partner's customers to make alternative contractual arrangements to ensure continuance of Service(s) to the Partner's customers. Subject only to the above provisions, virtualDCS agrees not to enter into agreements with a Partner's customers that has any direct conflict with the Agreement for the provision of Services to the Partner's customer(s).
- 5.7 As between the VirtualDCS and the Partner, 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 its distribution of the Services or Combined Products.

6. Confidentiality

- 6.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party by the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products which it may obtain.
- 6.2 Each party may only disclose such information:
- (a) to their employees, officers, representatives, advisers, agents, software providers or subcontractors who need to know such information for the purposes of carrying out their obligations under this Agreement; and

- (b) as may be required by law, court order or any governmental or regulatory authority.
- 6.3 Each party shall ensure that their employees, officers, representatives, advisers, agents or subcontractors to whom they disclose such information comply with this clause 6.
- 6.4 Neither party shall use any such information for any purpose other than to perform their obligations under this Agreement.
- 6.5 The provisions of this clause 6 shall remain in force following termination of this Agreement, howsoever caused.
- 7. Limitation of liability**
- 7.1 Nothing in this Agreement limits or excludes either party's liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 7.2 Subject to clause 5, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill or reputation;
 - (f) loss of use or corruption of software, data or information;
 - (g) any indirect or consequential loss.
- 7.3 Subject to clause 7.1 and clause 7.2 , each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to, in respect of all claims whether connected or unconnected in any consecutive twelve month period, the equivalent of 200% of the total charges paid by the Partner to virtualDCS pursuant to this Agreement in that twelve month period.

8. Term and Termination

8.1 This agreement shall commence on the Effective Date. virtualDCS shall provide the Services to the Partner as set out in each Order from the commencement date identified in that Order and for the term set out in that Order.

8.2 This Agreement shall continue unless and until terminated by one party giving not less than six months' notice of termination to the other party.

8.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under this Agreement or any Order on the due date for payment and remains in default not less than sixty days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the material terms of this Agreement or any Order and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing of the breach; or
- (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (f) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- (g) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

8.4 On termination of this Agreement for any reason (and subject only to any ongoing rights under any extant Order that may survive termination of this Agreement):

- (a) the Partner shall, immediately pay to virtualDCS all of virtualDCS's outstanding

unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted virtualDCS may submit an invoice, which shall be payable immediately on receipt;

- (b) the Partner shall immediately return all of virtualDCS's equipment and documentation (or that of virtualDCS's licensors) in their possession or under their control;
- (c) each party shall immediately cease all use of the other party's Intellectual Property Rights, and that of the other party's licensors.
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and
- (e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

8.5 Termination of this Agreement for any reason shall not affect any extant orders (which shall continue in accordance with their terms) unless termination of this Agreement is by VirtualDCS for material breach (which includes non-payment of sums due) in which case VirtualDCS may at its option immediately terminate all extant orders upon notice to the Partner.

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

9. Force majeure

9.1 Save only in respect of non-payment of sums due for Services provided, neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law provided that such failure is not related to an act or omission of that party);
- (f) fire, explosion or accidental damage;
- (g) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (h) any labour dispute, including but not limited to strikes, industrial action or lockouts whether involving employees of itself or a third party;

- (i) interruption or failure of utility service, including but not limited to electric power, gas or water, provided that such party has implemented appropriate back up services;
- (j) acts or omissions of any telecommunications network operator or service provider.

10. Waiver

- 10.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 10.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

11. Cumulative remedies

- 11.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12. Severance

- 12.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 12.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. Assignment

- 13.1 Neither party shall, without the prior written consent of the other (not to be unreasonably withheld or delayed) assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of their rights or obligations under this Agreement.

14. No partnership or agency

- 14.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and no party shall have authority to act in the name or on behalf of or otherwise to bind another in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15. Rights of third parties

- 15.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

16. Intellectual Property

- 16.1 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to the Services belong, and shall belong, to VirtualDCS and/or its licensors.
- 16.2 Without prejudice to the right of the Partner or any third party to challenge the validity of

any Intellectual Property Rights of VirtualDCS, 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 VirtualDCS and/or its licensors 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.

- 16.3 VirtualDCS makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Services or any of the Trade Marks.
- 16.4 VirtualDCS grants to the Partner a non-exclusive, revocable, personal licence (subject to the terms and conditions of this Agreement and during its term and solely for the purposes of performing the Partner's obligations under this Agreement) to use its Trade Marks on or in relation to the Services or Combined Products for the purpose of the promotion, advertisement and sale of the Services or Combined Products.
- 16.5 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 VirtualDCS and accompanied by an acknowledgement in a form approved by VirtualDCS that the same is a trade mark (or registered trade mark) of VirtualDCS or its licensors.
- 16.6 The Partner shall not:
- (a) use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of VirtualDCS therein;
 - (b) use any trademarks or trade names so resembling any trade mark or trade names of VirtualDCS as to be likely to cause confusion or deception.
- 16.7 Other than the licences expressly granted under this Agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this Agreement, the Partner shall have no rights in respect of any trade names or trademarks used by VirtualDCS or its licensors 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, VirtualDCS or its licensors.
- 16.8 The Partner shall promptly give notice in writing to VirtualDCS in the event that it becomes aware of:
- (a) any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights in or relating to the Services; and
 - (b) any claim that any Services, whether or not under the Trade Marks, infringes the rights of any third party.

17. Notices

- 17.1 A notice or other communication given to a party under or in connection with this Agreement shall be sent by hand or pre-paid first class recorded delivery to the registered office of the party to be served.
- 17.2 If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received at the time of delivery.

18. Counterparts

- 18.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one

agreement.

19. Governing law and jurisdiction

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this Agreement.

Signed by

for and on behalf of **virtualDCS Ltd.**

..... Date

Signed by

for and on behalf of **XXXXXX**

..... Date

Schedule 1 - virtualDCS Partner Statement of Commitments

About this Statement of Commitments

This document, which we call the 'Statement of Commitments' sets out in high level principles and the commitments which we make to you and which you make to us in relation to you becoming a Partner of ours (but is without prejudice to the obligations in the main body of this Agreement).

It is important because together with the main Partner Contract, Order (and any related statement of work), virtualDCS's general terms and specific Product Terms and Conditions, which should be read in conjunction with these Commitments, form the Agreement with you and is legally binding on you and us. In the event of any conflict the following order of priority shall apply: (i) the Order (and any related statement of work), (ii) specific Product Terms and Conditions, (iii) virtualDCS's general terms, and (iv) this Agreement (save only in respect of clauses 5.4 and 8.5 hereof, which shall apply regardless of any conflicting terms in the above documents).

Our commitments to you:

- Let you use the CloudCover brand and product names or white label products in line with your requirements (subject to appropriate fees being paid).
- Provide reasonable assistance to you with new opportunities and solutions for your customers.
- Provide initial start-up training for your 'key' staff and further training materials as required.
- Provide support on pricing and quotations, subject to survey.
- Process orders; virtualDCS will process accepted orders if you need us to.
- Build/Configure products and services in line with those orders accepted by us (we reserve the right to reject orders that require specific configuration work).
- Notify the Partner of any faults or issues of which it is aware in the Services.
- Invoice you for products and services monthly in advance.
- We will not contact or contract with your customers without your permission except in the case of payment default covered in section 5.

Your commitments to us:

- You will use all reasonable efforts to work with virtualDCS to promote and market the Services to your customers.
- You agree to meet with us periodically to review the operation of the Agreement, how we are meeting our commitments to you and how you are meeting your commitments to us.
- Provide us with sufficient detailed information and data required to provide you with an appropriate solution and quotation.
- You are responsible for dealing with all support issues with your users (subject to any managed service that you may separately order from virtualDCS).

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- If we provide you with leads for potential Customers, you will only use these leads to promote virtualDCS services onto our Platform and for no other purpose.
- Settle all invoices within agreed trading terms.