



Redvers Consulting Ltd

Redvers Business Partner Terms and Conditions

1. Introduction

Welcome to the Redvers Business Partner programme. The purpose of this programme is to help Redvers Consulting bring our COBOL software product range to new customers. In return, we will provide you with the benefits specified in the "Benefits of Being a Redvers Business Partner" section of this agreement.

2. This Agreement

This agreement is between Redvers Consulting Ltd of 48 Dangan Road, London, E11 2RF, UK, (hereinafter referred to as "Redvers Consulting") and the partner specified on the Redvers Business Partner application form sent via the internet to Redvers Consulting (hereinafter referred to as the "Partner Member").

This Redvers Business Partner Terms and Conditions (hereinafter referred to as the "Agreement") is the complete agreement regarding participation in the Redvers Business Partner programme, and it replaces any prior oral or written communication.

Redvers Consulting may change the terms of this Agreement by giving the Partner Member one month's written notice.

3. Benefits of Being a Redvers Business Partner

There are two partner types within Redvers Business Partner programme, **Sales** and **Reseller**. Both partner types are available to corporate organisations and individuals. Both partner types are free to join. Partner Members must select either the Sales or the Reseller partner type. Benefits relating to each partner type are as follows:

Sales Partners:

- Redvers Consulting will make a commission payment to the Sales Partner Member, to the value of 10% (ten percent) of the pounds sterling published list price of a license for a Redvers Consulting computer software product. Payment is on condition that the customer invoiced for the said license was previously informed of Redvers Consulting software products by the Sales Partner Member. Payment will be made in the form of a pound sterling cheque, posted to the Sales Partner Member no later than seven days after the funds are cleared in a Redvers Consulting bank account. If local taxes are to be applied to the commission payment, Redvers Consulting require a completed invoice itemising the said tax before payment is made. Charges for support, escrow or any other maintenance product line are not included in commission payments.
- If a Sales Partner Member should request an alteration in the functioning logic of a Redvers Consulting software product, this request will be given a higher priority than would otherwise have been given in relation to the feasibility, suitability and development

timescale of the said alteration.

- Redvers Consulting will make available to the Sales Partner Member a partner members area within the Redvers Consulting web site. This area will be accessed via a security username and password known only to Redvers Consulting and the Sales Partner Member. Sales Partner Member requests to change or reset their username or password must be sent to Redvers Consulting using the "Contact Us" facility on the Redvers Consulting web site. The said partner members area will consist of technical documentation available for download, the Redvers Consulting logo with usage instructions available for download and notices of forthcoming events and software releases relating to the business of Redvers Consulting.
- The Sales Partner Member may use the title "Redvers Business Partner" and the Redvers Consulting logo on their web site or company literature.

Reseller Partners:

- Redvers Consulting will reduce the amount paid by the Reseller Partner Member to Redvers Consulting, by 10% (ten percent) of the published list price of a license for a Redvers Consulting computer software product, purchased on behalf of an end client. Reductions apply to all currencies traded by Redvers Consulting. Reductions do not apply to support, escrow or any other maintenance product line.
- Invoices sent to the Reseller Partner Member will specify a due date of 60 days later than the date of the invoice.
- Redvers Consulting will make available to the Reseller Partner Member a partner members area within the Redvers Consulting web site. This area will be accessed via a security username and password known only to Redvers Consulting and the Reseller Partner Member. Reseller Partner Member requests to change or reset their username or password must be sent to Redvers Consulting using the "Contact Us" facility on the Redvers Consulting web site. The said partner members area will consist of technical documentation available for download, the Redvers Consulting logo with usage instructions available for download and notices of forthcoming events and software releases relating to the business of Redvers Consulting.
- The Reseller Partner Member may use the title "Redvers Business Partner" and the Redvers Consulting logo on their web site or company literature.

4. Duration

This Agreement shall commence on the date Redvers Consulting accepts an application to become a Redvers Business Partner from the Partner Member. Acceptance will be in the form of written notice sent to the Partner Member welcoming the Partner Member to the Redvers Business Partner programme.

This Agreement shall continue thereafter subject to the provisions herein until terminated with or without cause by written notice from the Partner Member to Redvers Consulting or by written notice from Redvers Consulting to the Partner Member.

5. Territory

For the purpose of this Agreement the Territory is the world.

6. Charges

No charges will be made by Redvers Consulting to the Partner Member in relation to this Agreement with the exception that Redvers Consulting may charge Reseller Partner Member types for software licenses and services resold to end clients at the reduced rate described in the "Benefits of Being a Redvers Business Partner" section of this Agreement.

No charges will be made by the Partner Member to Redvers Consulting in relation to this Agreement with the exception that Sales Partner Member types may charge Redvers Consulting for commission payments as described in the "Benefits of Being a Redvers Business Partner" section of this Agreement.

7. Partner Member Obligations

The Partner Member shall not give, bargain, sell, assign or otherwise dispose of this Agreement or any part thereof, or the benefit or advantage of the Agreement or any part thereof, without the prior consent in writing of Redvers Consulting.

The Partner Member shall at all times conduct its business in a manner that will reflect favourably on the good name and reputation of Redvers Consulting.

The Partner Member shall provide Redvers Consulting with the contact name, contact email address, company name and company address of any end customer who wishes to purchase a Redvers Consulting software license subject to this Agreement so that Redvers Consulting may complete the sale and provide technical support to said end customer.

8. Redvers Consulting Obligations

Redvers Consulting shall provide all necessary support to the end customer and answer all questions raised by the end customer in relation to the sale, installation and day-to-day operation of Redvers Consulting software. At no time will the Partner Member be required to provide technical information to the end customer relating to Redvers Consulting software.

Redvers Consulting shall endeavor to provide the Partner Member with all the services and benefits described in the "Benefits of Being a Redvers Business Partner" section of this Agreement.

9. Acceptance of a Redvers Business Partner Application

Redvers Consulting reserves the right to not accept any Redvers Business Partner application without cause or reason and that such non-acceptance shall be final and non-negotiable.

10. Status of relationship

Nothing in this non-exclusive Agreement shall result in an employer/employee relationship between the Partner Member and Redvers Consulting.

The Partner Member is an independent contractor trading in its own name and at its own risk.

The Partner Member shall not bind or purport to bind Redvers Consulting to any obligation nor expose Redvers Consulting to any liability nor pledge or purport to pledge Redvers Consulting's credit.

Neither Redvers Consulting nor the Partner Member is a legal representative, nor legal agent, nor legal part of the other, nor does this Agreement create a joint venture between us.

Redvers Consulting and the Partner Member are each responsible for their own expenses in relation to all activities subject to this Agreement

Neither Redvers Consulting nor the Partner Member will assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those agreed beforehand in writing.

Any clause within this Agreement, which by its nature extends beyond the termination date of this Agreement, remains in effect until fulfilled.

Neither Redvers Consulting nor the Partner Member will bring a legal action against the other more than two years after the cause of action arose, unless otherwise provided by applicable law without the possibility of contractual waiver.

Neither Redvers Consulting nor the Partner Member is responsible for failure to fulfil the obligations within this Agreement due to causes beyond our control.

If any clause in this Agreement is determined to be invalid or otherwise unenforceable, such a clause will be deemed deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect as written.

11. Intellectual Property Rights

The copyright, and other intellectual property rights of whatever nature in software, images and documents provided by Redvers Consulting to the Partner Member are and shall remain the property of Redvers Consulting and the Partner Member will not acquire any title, copyright or other proprietary rights in said software, images and documents or any copies of them.

Redvers Consulting shall indemnify the Partner Member against any claim that the software, images and documents provided by Redvers Consulting to the Partner Member infringe the intellectual property rights of any third party provided that Redvers Consulting is given immediate and complete control of such claim, that the Partner Member does not prejudice Redvers Consulting's defence of such claim, and the Partner Member gives Redvers Consulting all reasonable assistance with such claim. The foregoing states the entire liability of Redvers Consulting to the Partner Member in respect of the infringement of the intellectual property rights of any third party.

12. Trademarks

If the Redvers Consulting logo is to be displayed on a Partner Member web site, it must appear no smaller than the size at which it was downloaded and it must be accompanied by text stating that the Partner Member is a member of the Redvers Business Partner programme without any further claim unless previously agreed with Redvers Consulting in writing. The logo image must also appear intact, unaltered and without undue changes in colouration or in relative dimension.

If the Redvers Consulting logo is to be displayed on Partner Member literature or other medium, it must appear no smaller than two centimeters in height and no smaller than two centimeters in width. The logo image must also appear intact, unaltered and without undue changes in colouration or in relative dimension.

13. Termination

Redvers Consulting or the Partner Member may terminate this Agreement immediately with or without cause, on written notice.

This Agreement shall forthwith immediately terminate if Redvers Consulting or the Partner Member passes a resolution, or the court makes an order, that Redvers Consulting or the Partner Member be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of Redvers Consulting or the Partner Member or any part thereof, or circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court, otherwise than for the purpose of bona fide reconstruction or amalgamation, to make a winding-up order.

Termination will be without prejudice to the rights accrued to either party at the date of termination.

14. Waiver

The waiver by Redvers Consulting of any breach of this Agreement shall not prevent subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

15. Law and Arbitration

This Agreement shall be subject to the exclusive jurisdiction of the English courts and be governed by English Law.