

CLOUD PARTNER AGREEMENT

WHEREAS:

1. Copaco Nederland B.V. or one of its subsidiaries or group companies, hereinafter referred to as: 'Copaco', is an ICT company specialised in the delivery and management of cloud services and IT environments. Copaco Cloud B.V. has developed and is the beneficiary with regard to a multi-tier platform for provisioning, billing and support of cloud services as defined below. This offers companies the opportunity to use a professional ICT infrastructure without having to incur the costs themselves of a full investment in said infrastructure.
2. The platform is licensed by Copaco and the cloud services are marketed, distributed and sold by Copaco through the platform in a multi tier sales system: Distributor (Copaco) – Partners – Customers.
3. The Partner wishes to license the platform and to distribute and sell the cloud services provided by Copaco via the platform to business to business customers, and Copaco wishes to grant to the Partner the rights and licenses provided under this Agreement.
4. The Parties wish to lay down the further terms and conditions of their cooperation in this agreement.

HAVE AGREED AS FOLLOWS:

Article 1: Definitions

1. Agreement
This Agreement.
2. Cloud End User Agreement
The agreement that will be concluded between the Partner and the Customer regarding the delivery of the Cloud Services via the Platform.
3. Cloud Services
Services provided by the Distributor through the Control Panel.
4. Cloud Services Related Documents
All documents related to the Cloud Services, supplied by the Distributor to the Partner and/or provided by the Partner to the Customer via the Platform, enforced and used by the service provider of the Cloud Services, included, but not limited to separate and specific Cloud Services Terms & Conditions, Cloud Services Service Level Agreements (SLA's), End User License Agreements, etc., which documents are available via the Control Panel.
5. Control Panel

The part of the Platform, made available by the Distributor to the Partner and its Customers, through which (i) the Cloud Services may be ordered, managed, supported and cancelled, subject to the User login name and password being entered, (ii) the Partner or the Customer can view the status of orders, (iii) the most recent version of essential information, including, but not limited to the Service Level Agreements, the Cloud Service Related Documents, etc. can be considered, and (iv) all invoicing of fee's for the Platform and the Cloud Services will be provided.

6. Customer
A business to business customer of the Partner using the Cloud Services.
7. Distributor
Copaco Nederland B.V. (Chamber of Commerce number 17048595), with its registered office and office address at Hoevenweg 21, 5652AW Eindhoven, The Netherlands, or one of its subsidiaries or group companies.
8. Officer
An employee or subcontractor of a Party.
9. Partner
A reseller of the Distributor, who licenses the Platform from the Distributor and distributes and sells the Cloud Services via the Platform to the Customers.
10. Platform
The separate or joint use of the Cloud Services Delivery Platform, which is a combination of hardware, software and networking components, together forming an Information Technology System, provided by the Distributor to the Customer through the Partner.
11. Service Level Agreement
The service level agreement concluded between (i) the Distributor and the Partner respectively (ii) the Partner and the Customer containing the general service levels to be provided by the Distributor via the Partner to the Customer with respect to (i) the Platform and (ii) the Cloud Services, and a separate and service specific Platform SLA as attachment to this general SLA, which are available via the Control Panel.
12. Term Sheet
Appendix to this Agreement containing the variable elements of this Agreement.
13. User
Individual of the Customer using the Cloud Services.

Article 2: Cloud Partner Agreement and Cloud End User Agreement

1. This Agreement will be entered into between the Distributor and the Partner (i) by means of signing a hard copy of this Agreement or (ii) by electronic means prior to the Partner being able to use the Platform and the Cloud Services.
2. The Agreement will be made made available to the Partner (i) via the Control Panel or the web-site, and can be downloaded and printed, (ii) via email or (iii) can be asked for in hard copy, which the Distributor will provide on first written request of the Partner.
3. The Agreement will anyway considered to be concluded at the moment when the Partner places an order for Cloud Services under this Agreement.
4. The Partner can join the 2tCloud multi tier sales system of the Distributor in case specific requirements set by the Distributor from time to time are met, and only after approval in writing by the Distributor in its sole discretion. These requirements include (but are not limited to):
 - a) registration in the business register 'Kamer van Koophandel';
 - b) financial status/creditworthiness;
 - c) training and certification;
 - d) enter into the Agreement;
 - e) pay Copaco 2tCloud Partner fee.
5. The Partner will enter into a Cloud End User Agreement with the Customer (i) by means of signing a hard copy of the Cloud End User Agreement or (ii) by electronic means. The Cloud End User Agreement will be made available (i) via the Control Panel or the web-site, and can be downloaded and printed, (ii) via email or (iii) can be asked for in hard copy, which will be provided to the Customer on first written request.
6. The Partner will procure and guarantees that it will refer and commit the Customers to the Cloud End User Agreement as described in Article 1.5. prior to the Customers being able to use the Platform and the Cloud Services. If the Customer does not accept the Cloud End User Agreement, the Partner shall be liable to the Distributor for any costs and damages incurred by the Distributor as a result of such failure and the Partner shall indemnify and hold the Distributor harmless in this respect.

Article 3: Subject

1. This Agreement contains the terms and conditions under which the Partner licenses the Platform and distributes and sells the Cloud Services via the Platform to the Customers.
2. The Distributor hereby appoints the Partner as its non-exclusive licensee of the Platform and non-exclusive distributor of the Cloud Services worldwide, and the Partner accepts this appointment by the Distributor, and undertakes to continue with carrying on its business during the entire term of this Agreement in accordance with the provisions thereof.

3. The appointment of the Partner by the Distributor is non-exclusive. The Distributor will work with a large number of partners to license the Platform and to distribute the Cloud Services, and Copaco explicitly reserves the right to act as a Partner. The Distributor therefore shall have the right to appoint other distributors, salesmen or agents and to use the Platform and to distribute and sell the Cloud Services to the Customers itself.
4. In order to safeguard the quality of the Platform and the Cloud Services, a number of requirements and conditions are stipulated with respect to use of the Platform and the Cloud Services. These requirements and conditions are set out specifically in Article 12 below, the Service Level Agreement and the Cloud Services Related Documents.
5. Article 12 of this Agreement, the Service Level Agreement and the Cloud Services Related Documents contain the service levels to be provided with regard to (i) the Platform and (ii) the Cloud Services.
6. The Partner acknowledges that it has taken note of and reviewed the Service Level Agreement prior to the Partner being able to use the Platform and executing the Agreement. The Service Level Agreement is made available via the Control Panel, can be downloaded and printed, and can be asked for in hard copy, which the Distributor will provide on first written request of the Partner. The Service Level Agreement is deemed to be an integral part of this Agreement.
7. The Partner hereby accepts the terms and conditions of the Service Level Agreement and will at all times adhere and remain compliant to the terms and conditions thereof.
8. The Distributor will offer Cloud Services to be provided to the Customer through the Partner via the Platform. The Partner is entitled to suggest and add Cloud Services to the Platform upon prior written consent of the Distributor. These Cloud Services will be the sole responsibility and liability of the Partner. The Distributor accepts no liability at all with regard to such Cloud Services, and the Partner will indemnify and hold the Distributor harmless against any claims on whatsoever ground in this respect.
9. The Cloud Services Related Documents applicable to the Cloud Services to be provided to the Customer through the Partner via the Platform are made available via the Control Panel, can be downloaded and printed, and can be asked for in hard copy, which the Distributor will provide on first written request of the Partner. The Cloud Services Related Documents are deemed to be an integral part of this Agreement.
10. The Partner acknowledges that it has taken note of and reviewed the Cloud Services Related Documents prior to executing this Agreement respectively before ordering Cloud Services which are on boarded to the Platform after execution of this Agreement. The Partner hereby accepts the terms and conditions of the Cloud Services Related Documents and will at all times adhere to and remain compliant to the terms and conditions thereof, also in the relation between the Distributor and the Partner.

11. The Partner agrees and accepts that the Distributor with regard to the Cloud Services only operates as a serving hatch and that between the Distributor and the Partner with regard to the Cloud Services the same rights, obligations and liabilities apply as between the third party service provider of the Cloud Services and the Distributor, amongst others in accordance with the Cloud Services Related Documents.
12. The Partner undertakes to procure and guarantees that it will refer the Customers to the Service Level Agreement and the Cloud Services Related Documents available via the Platform or hand over the written documents prior to the Customers being able to use the Cloud Services. Customers will be required to agree to the terms and conditions of the Service Level Agreement and the Cloud Services Related Documents, and the Partner will ensure and guarantees that the Customers at all times remain compliant with the terms and conditions of these documents.
13. The Partner is fully responsible for the marketing and distribution of the Platform and the Cloud Services, and for the terms and conditions, performance and settlement of Customer's care with regard to the Cloud End User Agreements. The Partner will not in any way create or convey the impression that the Distributor will be responsible or liable for the Platform and/or the Cloud Services.
14. The Parties shall meet at regular intervals to review the operation of this Agreement and/or to resolve any technical or market issues arising in connection with the Platform and/or the Cloud Services. The agenda's for such meetings shall be determined and agreed by both Parties.

Article 4: Relationship between the Parties

1. The Partner will license the Platform, and will distribute and sell the Cloud Services via the Platform to the Customers in its own name and for its own account and risk. The Partner will act as an independent trader, both in relation to the Distributor and the Customers.
2. This Agreement does not constitute one Party as representative or agent of the other Party for any purpose whatsoever; except for those stipulated herein. The Partner does not have the right to bind the Distributor or to enter into any agreement in the name of or at the expense of the Distributor, unless the Distributor has authorised the Partner to do so beforehand in writing.

Article 5: Rights and obligations of the Distributor

Quality of the Platform

1. The Distributor shall procure that its Officers dispose of the required know-how, experience, knowledge, skills and training to make available and maintain the Platform, in accordance with this Agreement and the standard applying in the ICT sector.

2. The Distributor undertakes to use all reasonable efforts to make available and maintain the Platform in accordance with the provisions included in this Agreement and the Service Level Agreement. The Partner acknowledges that all of the obligations of the Distributor are obligations of means.
3. The Distributor will ensure that its Officers are apprised of and comply with the requirements of the Agreement.
4. In case of any breach of the Agreement by the Partner, the Distributor will have the right to temporarily or permanently block access to the Platform and/or the Cloud Services for the Partner, the Customer or a User without this giving rise to any right to compensation.

Changes and/or discontinuation of the Platform

5. The Distributor explicitly reserves the right to make changes to and/or to discontinue all or part of the Platform at any time upon a timely notification in writing and/or upon a timely notification on the Control Panel, without any obligation to pay any damages to the Partner or the Customer and without any right of the Partner or the Customer to cancel or to rescind the Agreement respectively the Cloud End User Agreement.
6. Any change or discontinuation is applicable to new orders with effect from the time of the notification of this change or discontinuation to the Customer via the notification in writing and/or the Control Panel. Current information on the Platform shall be made available via the Control Panel.

Article 6: Rights and obligations of the Partner

General obligations of the Partner

1. The Partner shall look after the interests of the Distributor and shall act as a good businessman.
2. The Partner shall devote its best efforts for the adequate promotion, marketing, distribution and license of the Platform and the Cloud Services, and will maintain an organization, personnel and facilities sufficient therefore.
3. The Partner undertakes to license and use the Platform and to market and distribute the Cloud Services in accordance with this Agreement.
4. The Partner agrees not to take any action that could diminish or harm the reputation or the goodwill of the Distributor, the Platform, the Cloud Services, the intellectual property rights involved or the third party provider of the Cloud Services.
5. The Partner shall not have the right to sublicense the Platform or to appoint any sub-distributors or agents with regard to the Platform and/or the Cloud Services without the prior written consent of the Distributor.

6. The Distributor is entitled to give the Partner reasonable instructions and directions with regard to the license and the use of the Platform and the promotion, marketing, distribution and sale of the Cloud Services.

Specific obligations of the Partner

7. The Partner undertakes to enter such Customer information into the Control Panel so that the Distributor can verify whether the Customer is a business to business customer (including, but not limited to registration number trade register, VAT registration number and email address).
8. The Partner shall procure and guarantees that the correct applicable VAT codes, rules and regulations will be employed in relation to any invoicing to the Customer under any Cloud End User Agreement, and indemnifies the Distributor in this respect.
9. The Partner will at all times adhere and remain compliant to the following principles:
 - a) The Partner declares that it is not connected to the Platform with the aim of deliberately causing damage to the Platform or the Distributor. The Partner undertakes to take all due care when using the Platform and any hardware leased from the Distributor. For example, the Partner will notify the Distributor immediately of any faulty configuration which results in its ability to access any third party data on the Platform. Use of the Platform for bulk emails or spam is prohibited.
 - b) The Partner indemnifies the Distributor against all claims of third parties for damages suffered as a result of unlawful use of the Platform by the Partner. The Partner has sole liability for any damage that it may cause to third parties or the Distributor by inappropriate use of the Platform, as in the case of unlawful activities such as piracy or downloading and/or offering illegal text and/or images, etc.
 - c) In no circumstances will the Partner pass on its account information to third parties or allow use of the Platform by or on behalf of third parties.
 - d) If the Distributor discovers that the Partner, the Customer or a User is endangering the operational availability and/or the reputation or the goodwill of the Platform and/or the Cloud Services, the Distributor will have the right to temporarily or permanently block access for the Partner, the Customer or a User without this giving rise to any right to compensation.
 - e) The Partner undertakes to obtain the requisite licences for all software it intends to use, or to insource use of this software through the intermediary of the Distributor. The Partner will indemnify the Distributor at all times against any possible third party claims against the Distributor in relation to this software.
 - f) Where software is used for graphic applications, the Distributor may refuse to provide the services on account of the higher than average load graphics place on the Platform.
 - g) Should the Partner outsource ICT services to third parties, it will be solely responsible and liable for the choice and work of the said third party. The Distributor accepts no

responsibility and liability for the results of the work of the said third parties or for integration of that work into the Platform.

Purchase obligation

10. No sales targets have been established for the Partner at the time of concluding this Agreement. The Parties will, however, discuss sales on a regular basis.

Training and certification

11. Prior to the execution of the Agreement, the Partner will follow training in accordance with the requirements set forth in the training programme available via the Term Sheet, which will be finalised with a training certificate. The Distributor may require the Partner to follow additional training at Distributor's discretion during the term of the Agreement.
12. The Partner will pay the Distributor a training fee which is set out in the Term Sheet.
13. The training fee will be invoiced by the Distributor to the Partner upon the conclusion of the Agreement, and will be payable by the Partner with effect from its appointment as a Partner. If applicable, additional training during the term of the Agreement will be invoiced and must be paid in conformity with the Term Sheet or as published on the Control Panel.
14. If the compensation is not paid punctually or if the Partner does not participate in the mandatory training as described in the training programme, and such failures are not remedied within 10 calendar days after receipt of a notice of default sent by the Distributor to the Partner in writing, the Distributor may refuse the Partner access to the Control Panel until such time as all obligations have been met to the satisfaction of the Distributor. However, Cloud End User Agreements running at that moment will be observed (with access to the Platform).
15. The training programme may be adjusted over time via the Control Panel, without prior notice and without providing reasons to the Partner.

Placing orders

16. Orders for the Cloud Services must be placed directly by the Customer or through the Partner via the Control Panel.
17. The Customer must have accepted the Cloud End User Agreement and all related documents before placing an order.
18. All orders are subject to acceptance by the Distributor. If and when the Distributor accepts the order, the agreement with regard to the relevant Cloud Services is established, and the Distributor, the Partner and the Customer are bound by the respective agreements and documents.

19. If the Distributor accepts the order:
 - a) login credentials for the Customer will be issued to enable use of the Cloud Services, or
 - b) a notification of acceptance will be send in writing to the Customer, or
 - c) the status of the order will be indicated as provisioned on the Contol Panel.
20. An order is considered to be accepted in case the order is executed by the Distributor.
21. In case the Partner orders Cloud Services in its own Control Panel and for its own use (and therefore not for resale to the Customers), the Partner will be considered to act as a Customer and the Partner accepts and will be bound by the provisions as set forth in the Cloud End User Agreement and related agreements and documents (Service Level Agreement and Cloud Services Related Documents) insofar as applicable.
22. The Partner will have no other rights, titles, licenses and/or claims towards the Distributor as included in the Cloud Partner Agreement and related agreements and documents.

Article 7: Use of the Control Panel

1. Through the Control Panel:
 - a) the Cloud Services may be ordered, managed, supported and cancelled, subject to the User login name and password being entered;
 - b) the Partner or the Customer can view the status of orders;
 - c) the most recent version of essential information, including, but not limited to the Service Level Agreement, the Cloud Service Related Documents, etc. can be consulted; and
 - d) all invoicing of fee's for the Platform and the Cloud Services (from the Distributor to the Partner and from the Partner to the Customer) will be provided.

To that end, the Partner shall receive a non-transferable and non-exclusive licence for use of the Control Panel. In addition, the Partner will receive a login name and a password to be distributed to the Customer for one User.
2. The Partner is responsible for implementing and configuring the Control Panel in conformity with its specific business as part of the 2tCloud multi tier sales system of the Distributor, including, but not limited to the selling prices of the Cloud Services and use of the integrated billing engine.
3. As provided for in Article 6.14 - 6.20, all orders for the Cloud Services must be placed by the Customer or via the Partner on the Control Panel, subject to the User's login name and password being entered.
4. The Partner undertakes to observe any licence terms and all terms of use attached to the Control Panel and shall ensure that its User(s) will do the same.

5. The Distributor undertakes to make all reasonable efforts to have the Control Panel accessible to the Partner and the Customer to the largest extent possible.

Article 8: Consideration / Fee's

1. As remuneration for the support with regard to the Platform under the Cloud Master Service Agreement, the Partner is obliged to pay the Distributor a monthly fee as mentioned on the Term Sheet and/or the Distributor's website, depending on the Partner programme.
2. As remuneration for the rights and licenses under this Agreement, the Partner furthermore shall pay to the Distributor a recurrent annual or monthly fixed non-refundable fee as mentioned on the Term Sheet and/or the Distributor's website, depending on the Partner programme.
3. In case the Partner suggests and adds Cloud Services to be provided to the Customer via the Platform, and Distributor has agreed to onboard these Cloud Services, the Partner is obliged to pay the Distributor an onboarding and/or recurrent fee for the Cloud Services provisioned under this Agreement. The on-boarding fee and/or recurrent fee will be agreed upon by the Distributor and the Partner in good faith on an ad hoc basis.
4. The Partner buying price and the recommended Customer price for the Cloud Services is mentioned on the Control Panel and/or the Distributor's website. The Partner shall be free to fix its resale prices of the Cloud Services.
5. The fee's under this Article 8 shall remain valid until new fee's are set by the Distributor. The Distributor reserves the right to change the fee's under this Article 8 at any time upon a timely notification in writing and/or upon a timely notification on the Control Panel.
6. All fee's under this Article 8 are in euros and exclusive of VAT.

Article 9: Invoicing and Payment

1. The support fee will be invoiced for the first time by ordering, and subsequently recurring per year by means of advance invoicing. The fee for the rights and licenses under this Agreement and the fee for the Cloud Services will be invoiced for the first time by ordering, and subsequently recurring in accordance with the term agreed upon in the Term Sheet by means of advance invoicing.
2. In case it subsequently appeared that any fee for any Cloud Service is invoiced based on incorrect information, the Distributor shall have the right to still invoice the right amount due under this Agreement.
3. All invoicing of fee's (from the Distributor to the Partner and from the Partner to the Customer) will be provided through the Control Panel or otherwise, including, but not

limited to electronic invoicing. Within the scope of this invoicing, the names and logos, the bank account numbers and the contact details of the Distributor and the Partner will be used. After termination of this Agreement, the Distributor will no longer use the aforementioned invoicing data with regard to the Partner.

4. The Distributor and the Partner will be responsible for collecting the respective invoice amounts, contribution of VAT, etc, and the proper and timely processing of any payments. The Partner will assess whether this way of invoicing is permitted under the applicable laws and regulations (legal and tax), and will inform the Distributor accordingly. Furthermore the Partner will inform the Distributor about each and every change in such laws and regulations, and changes in the invoicing data.
5. All invoices must be paid by the Partner without any discount, deduction, setoff or suspension in conformity with the payments terms mentioned on the Term Sheet and/or the Distributor's website, depending on the Partner programme.
6. The agreed-upon term of payment is final. As from that date the Partner shall be obliged to pay the statutory commercial interest applicable in the Netherlands at that time (article 6:119a Dutch Civil Code) plus 2% until full payment is received without any further notice of default being required. After the end of each month the amount on which interest is due shall be increased by the interest due for that month.
7. All extra-judicial and judicial costs, internal as well as external, incurred by the Distributor, where the Distributor has become involved in any way in a judicial procedure against the Partner, both as plaintiff and defendant, will be borne by the Partner. The extra-judicial collection costs will be determined in accordance with the graduated calculation of extra-judicial collection costs ('Staffel buitengerechtelijke incassokosten (BIK)'). The judicial costs will be set at the actual amount paid by the Distributor relating to the proceedings, even where these costs exceed the liquidated legal costs.
8. Payments made by the Partner will, notwithstanding the description, be credited with costs, subsequently with interest and thereafter with invoices in the order of their age, also if not yet mature.
9. The Distributor will make efforts to implement a payment gateway for online payment by the Customer to the Partner against a set-up fee and/or a recurring fee and/or a revenue share. Such fee or fees will be agreed upon in good faith on an ad hoc basis. The Partner will be the contracting party to the Payment Gateway Provider.
10. Any complaint in relation to an invoice must be sent to the Distributor in writing, with substantiation, within 10 days of the invoice date, failing which the invoice will be regarded as having been definitively accepted.
11. Any complaint made pursuant to Article 9.9 does not entitle the Partner to suspend payment of any fee. The mere fact that the Partner has not received payment from the Customer is not a valid reason to postpone the payment of an invoice to the Distributor.

12. The Distributor reserves the right, in the event of full or partial default on the part of the Partner, to deny the Partner and its Customers access to the Platform and/or the Cloud Services used by the Partner and/or its Customers until such time as all outstanding amounts, together with any interests and/or costs, have been paid in full.

Article 10: Information requirements

1. The Partner shall regularly inform the Distributor of its activities within the scope of the 2tCloud multi tier sales system of the Distributor and the market developments.
2. The Parties shall inform each other regularly about the market situation, competitors, product acceptance, pricing, and other matters which are relevant within the scope of the Agreement.
3. The Partner shall regularly inform the Distributor of relevant statutory provisions, government provisions and regulations which are in force or will enter into force, and which are important for the licensing and use of the Platform and/or the distribution and sale of the Cloud Services.
4. The Partner must notify the Distributor immediately (and in any event within 10 days) of any (general) complaints, remarks or recommendations received from the Customers in respect of the Platform and/or the Cloud Services.

Article 11: Audit

1. The Distributor, or an agent designated by the Distributor, shall have the right to conduct quality and/or compliance audits and to inspect the Partner's business and its books and records related to the execution of this Agreement in order to confirm compliance with the terms and conditions of this Agreement and the applicable laws and regulations.
2. The Distributor shall provide the Partner with at least 5 days prior notice of its intended audit and inspection and the Partner shall cooperate with the Distributor and provide access to its facilities, books and records.
3. Any audit under this Article 11 will be for the account of the Distributor and under the confidentiality obligation as described in Article 15.

Article 12 Warranty, Service levels, Data protection, Compliance with law, End of Life and End of Support Policy

Warranty

1. The Distributor guarantees that:
 - a) it has full right and power to grant the rights, licenses, and privileges herein given with regard to the Platform;

- b) the Platform is free of third party claims/rights;
 - c) the Platform complies with all applicable laws and regulations.
2. The Cloud Services Related Documents contain the terms and conditions of warranty to be provided with regard to the Cloud Services. The Distributor will provide the same warranty to the Partner as the service provider of the Cloud Services provides to the Distributor. Reference is made to these Cloud Services Related Documents. The Cloud Services Related Documents are deemed to be an integral part of this Agreement.
 3. The only warranty the Distributor provides with regard to the Platform and the Cloud Services, will be the warranty referred to in Article 12.1 and Article 12.2. The Distributor expressly disclaims any other express or implied warranty of any kind of nature to the Partner, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use. The Partner explicitly waives all (other) rights and/or remedies and/or claims it may have towards the Distributor under the applicable law.
 4. The Partner shall give the same warranty and no other to the Customers as the Distributor gives to the Partner. The Partner agrees not to make any (additional or other) warranties, express or implied, to the Customers without the prior written authorisation of the Distributor.
 5. Each Party hereby covenants, warrants and represents that:
 - a) performance of its obligations under this Agreement does not and shall not violate any existing agreement to which it is subject or a party;
 - b) the execution and performance of this Agreement is within its individual or duly authorized corporate powers, as the case may be; and
 - c) to the best of his or its knowledge, there are no pending or threatened lawsuits, proceedings, claims, governmental actions or investigations which could, in any way, adversely affect its performance of its obligations hereunder or reduce the value of the rights granted hereunder.

Service levels

6. This Agreement, the Service Level Agreement and the Cloud Services Related Documents contain the service levels to be provided with regard to (i) the Platform and (ii) the Cloud Services. Reference is made to these agreements.
7. The Partner undertakes and guarantees that the Customers will be referred and bound to the Service Level Agreement and the Cloud Related Documents.
8. All service with regard to the Platform and the Cloud Services will be settled between the Partner and the Customer (on the basis of the Cloud End User Agreement, the Service Level Agreement and the Cloud Related Documents) respectively the Distributor and the Partner (on the basis of the Cloud Partner Agreement, the Service Level Agreement and the Cloud Related Documents). The Customer may not make any direct claims against the Distributor.

9. The Partner licenses the Platform during the term agreed upon between the Distributor and the Partner. Given the evolution of technical standards and changing market expectations, the provisions relating to the service levels will be updated from time to time by the Distributor. The Distributor reserves the right to change the service levels at any time without impairing the quality standards, without any obligation to pay any damages to the Partner. In such circumstances, the Partner and the Customer will be informed as follows. The Control Panel contains the prevailing version of the service levels at all times. When changes have been made to the service levels, a warning will be sent to the User(s) in an email sent to their respective email addresses.
10. The Partner hereby accepts the terms and conditions of the most recently published provisions on service levels on the Control Panel and will at all times adhere and remain compliant to the terms and conditions thereof.

Data Protection

11. The Distributor shall comply with all applicable data protection directives and regulations that impose obligations on processors of personal data. For the avoidance of doubt, the Distributor however does not qualify as the controller of the processing of personal data entered or used by the Partners or the Customers (end user) on the Platform. As processor, the Distributor shall take appropriate organizational and technical (security) measures to prevent unauthorized access to such data. Such measures are described in the Service Level Agreement and the Cloud Services Related Documents.
12. The obligations imposed on the Distributor as processor, leave unaffected the obligations that are incumbent on the controllers of the processing, such as the obligations to inform the data subjects of the processing, to notify the relevant data protection Authority and data subjects about data breaches to assess the security measures in the light of the sensitivity of the personal data in question, to file the processing with data protection authorities etc. The Distributor shall not indemnify the Partner or the Customer (end user) for any liability of fines imposed resulting from non-compliance with applicable privacy laws.
13. The Partner acknowledges that information processed in the course of performing the Cloud Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data. The Partner shall take all necessary measures to ensure that it, and all its employees, are aware of any responsibilities they have in respect of applicable privacy laws and/or regulations. The Partner understands and agrees that the Distributor has no control or influence over the content of the data and that the Cloud Services are performed on behalf of the Customer. Reference is made to the applicable Cloud Services Related Documents.

Compliance with law

14. The Partner shall in the execution of this Agreement and further agreements, which may result therefrom, take into account all applicable statutory and government provisions as well as regulations, including, but not limited to product regulations.
15. The Partner acknowledges and agrees that the Cloud Services and any related technology may be subject to applicable export control and trade sanction laws, regulations, rules and licenses. The Partner agrees to comply with all applicable laws, including without limitation economic sanctions and export control laws and regulations of the United States of America. Without limiting the foregoing, the Partner shall not, directly or indirectly, (i) export, re-export, or otherwise dispose of any items received in connection with this Agreement to any person, entity, or destination, or for any use, prohibited under any applicable laws, without obtaining prior authorization from the Distributor, or (ii) engage in transactions with or make any payment to any unauthorized person or entity designated in any applicable laws. The Partner's breach of this provision shall constitute cause for immediate termination of this Agreement. The Partner agrees to indemnify and hold harmless the Distributor from any penalties, fines, damages, costs, losses, liabilities, fees as a result of the Partner's noncompliance with such laws or regulations.
16. The Partner will maintain its ethical conduct and avoid any activity that might result in violation of the U.S. Foreign Corrupt Practices Act, or any other such applicable law. The Partner's breach of this provision shall constitute cause for immediate termination of this Agreement. The Partner agrees to indemnify and hold harmless the Distributor from any penalties, fines, damages, costs, losses, liabilities, fees as a result of the Partner's noncompliance with such laws or regulations.
17. The Partner hereby represents, warrants and covenants to the Distributor that he has and will fully comply with the Dutch Telecommunication Act and related applicable telecommunication laws or regulations, as amended from time to time during the term of the Agreement.
18. The Partner's breach of Article 12.17 shall constitute cause for immediate termination of this Agreement. The Partner agrees to indemnify and hold harmless the Distributor for the Partner's noncompliance with such telecommunication laws or regulations.

End of Life and End of Support Policy

19. The Distributor reserves the right:
 - a) to cease, cancel or discontinue (End of Life) or freely modify any of the Cloud Services;
 - b) to cease, cancel or discontinue the support (End of Support) of any of the Cloud Services;at any time and without any obligation to replace the Cloud Services and/or to pay any damages to the Partner, provided that the Distributor informs the Partner in writing in advance, within a reasonable term. The Distributor will exert best efforts to comply within one month notification before the End of Life respectively the End of Support.

20. Cloud Services with an End of Life date must be migrated by the Partner before the End of Life date to a new respectively replacing service, which will be the sole responsibility of the Partner.
21. In case the Partner wishes to continue the support after the End of Support date, the Partner may file a request for additional support. However, the Distributor shall assess the request in its sole discretion and shall not be obliged to accept the request.

Article 13: Liability and Indemnification

Liability

1. Any liability on the part of the Distributor for an imputable failure to comply with the Agreement or on any other grounds (including but not limited to the warranty obligation agreed with the Partner) is limited to the amount that the Distributor receives from its insurer under its commercial liability insurance in relation to the damage for which the Partner has held the Distributor liable.
2. If no insurance payments are made in relation to the damage in question, the liability of the Distributor hereunder regardless the cause in law shall in any case be limited:
 - a) with regard to the Platform to 50% of the last monthly fee (pro rata in case of a different period of invoicing) for the Platform as determined in Article 8 paid by the Partner to the Distributor, and
 - b) with regard to the Cloud Services to 50% of the last monthly fee (pro rata in case of a different period of invoicing) for the Cloud Service in relation to the damage for which the Customer has held the Distributor liable as determined in Article 8 paid by the Partner to the Distributor.
3. In no circumstances will the Distributor be liable to the Partner for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages caused by the Partner's customers, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability, and regardless of whether or not it was advised in advance of the possibility of such damages arising in any way from this Agreement or otherwise.
4. The liability of the Distributor to the Partner due to mutilation, destruction or loss of information, documents or data, howsoever caused, is excluded.
5. The Partner will be solely responsible and liable, and the Distributor cannot be held liable, for installation, management, operation, functionality, compatibility and compliance to the license terms of the software vendors (including, but not limited to any reporting and information obligation) of all software licenses installed by the Partner or the Customer in combination with the Cloud Services. The Partner will be liable for all penalties forfeited and all direct and indirect damages sustained, caused by any non-

compliance, and the Partner will indemnify and hold the Distributor harmless in this respect.

6. The Distributor cannot be held liable for operational problems or performance problems with the local internet connection, as a result of which the Platform and/or the Cloud Services is/are not available.
7. The Distributor accepts no liability at all with regard to any Cloud Services suggested by and added to the Platform by the Partner, and the Partner will indemnify and hold the Distributor harmless against any claims on whatsoever ground in this respect.
8. The Partner is responsible for the installation of appropriate mechanisms for the security, storage and recovery of Customer data in the event of any irregularity in the implementation of the Platform and/or the Cloud Services.
9. Where the Partner leases or buys hardware from the Distributor, the warranty on this hardware does not extend beyond the warranty provided by the supplier to the Distributor. The Partner explicitly waives all (other) rights and/or remedies and/or claims it may have towards the Distributor under the applicable law. Moreover, the Distributor cannot be held liable for hardware operational problems if the Partner has made modifications to the hardware.
10. Where the Partner leases or buys hardware from third party ICT suppliers, the Distributor is not liable for damages caused to and/or by such hardware, the functioning of such hardware or the compatibility thereof with the Platform. This provision applies mutatis mutandis to ICT services ordered by the Partner from third party ICT suppliers.
11. The limitations and exclusions of liability referred to in paragraphs 1 - 10 above do not apply insofar as the damage in question is caused by gross negligence or willful misconduct of the management of the Distributor.
12. Save where compliance by the Distributor is permanently impossible, the Distributor's liability on the grounds of imputable failure to comply with the Agreement arises only if the Distributor receives notice of default in writing from the Partner immediately, in which a reasonable period is allowed to remedy the failure, and the Distributor remains in default of its obligations after the aforesaid period. The notice of default must describe the shortcoming in as much detail as possible and as completely as possible, in order to give the Distributor the opportunity to respond adequately.
13. Any claim for damages against the Distributor is extinguished automatically 12 months after the inception of the claim.

Indemnification

14. The Distributor hereby agrees to protect, indemnify, defend and hold harmless the Partner and each of its officers, directors, agents and employees ('Indemnified Parties') from (i) all claims and threatened claims by third parties against the Partner and/or any of

its Indemnified Parties, (ii) costs (including reasonable legal fees) incurred in defending against such claims, and (iii) all liabilities of the Partner and/or any of its Indemnified Parties to third parties, where such claims, costs and liabilities arise from or in connection with personal injury, product liability, or any failure of the Distributor to properly perform, direct or indirect, the terms of the Agreement with regard to the Platform and/or the Cloud Services, provided, however, that these indemnification obligations shall not apply in the event that such claims, costs and/or liabilities were caused in any manner by the Partner, the Customer or a third party.

15. The Partner hereby agrees to protect, indemnify, defend and hold harmless the Distributor and each of its officers, directors, agents and employees ('Indemnified Parties') from (i) all claims and threatened claims by third parties against the Distributor and/or any of its Indemnified Parties, (ii) costs (including reasonable legal fees) incurred in defending against such claims, and (iii) all liabilities of the Distributor and/or any of its Indemnified Parties to third parties, where such claims, costs and liabilities arise from or in connection with the marketing, distribution, sale, installment, setting-up, support, servicing, or use of the Platform and/or the Cloud Services by the Partner, or any failure by the Partner to properly perform, direct or indirect, any of the terms of this Agreement, provided, however, that these indemnification obligations shall not apply in the event that such claims, costs and/or liabilities were caused in any manner by the Distributor.
16. The indemnified Party shall promptly notify the indemnifying Party in writing of any such claim and shall not make any admission as to liability or agree to any settlement or compromises without the prior written consent of the indemnifying Party. The indemnifying Party may, at its option, take over the defense of any action brought in respect of such a claim, and may elect to settle or otherwise dispose of such a claim. The indemnified Party shall provide the indemnifying Party with such assistance as the indemnifying Party may reasonably require in connection with the handling of the claim. The cost and expenses in such case will be on the account of the indemnifying Party.
17. The restrictions and exclusions referred to in paragraphs 1 - 10 above apply mutatis mutandis to the Distributor's indemnification obligations as referred to in paragraph 14.

Article 14: IP Rights

1. The Partner expressly acknowledges that the Platform shall be owned by the Distributor or a third party with whom the Distributor has concluded a (license) agreement on this subject. The Distributor reserves all IP Rights as defined below in this respect. Any and all IP Rights with regard to the Cloud Services remain with the owner thereof. This includes 'Background IP' (any and all IP Rights relating to the Platform and/or the Cloud Services existing or originating on the effective date of the Agreement) and 'Foreground IP' (any and all IP Rights relating to the Platform and/or the Cloud Services generated or originated by any of the Parties after the effective date of the Agreement). IP Rights means all rights, title and interest (including copyrights, trade secret rights, knowhow, mask work rights, trademark rights, database rights, discoveries, inventions (whether or

not patentable) and all other intellectual and industrial property rights of any sort in connection with the Platform and/or the Cloud Services.

2. This Agreement does not constitute any transfer of any IP Right.
3. The Partner undertakes not to infringe or to attack these IP Rights in any way, directly or indirectly, by use or otherwise and neither directly nor indirectly to do any act which would or might invalidate such registration or title, nor apply to vary or cancel any registered user ship of these rights.
4. The Distributor will grant to the Partner for the term of the Agreement a non-exclusive not for resale licence to use the Platform and the Cloud Services (hereinafter 'NFR licence') and to (sub)license the Platform and distribute the Cloud Services to the Customers, but only for the purpose of executing the Agreement and in the Distributor's sole interest.
5. After termination of the Agreement, for whatever reason, the Partner shall cease above-mentioned use without delay.
6. In the execution of the Agreement, the Partner shall with regard to the marketing, distribution and sale of the Cloud Services use a trademark or tradename to be freely chosen (private label). The Partner is not allowed to use any trademarks or tradenames owned by the Distributor without prior written approval. After the written consent of the Distributor, the Partner shall only have the right to use these trademarks of the Distributor for promotion and marketing activities under this Agreement, and only in compliance with the Distributor's trademark and tradenames usage guidelines available on the Control Panel.
7. The Partner shall submit a proposal for use of any trademarks of the Distributor, and any significant variations in any approved use, to the Distributor for approval no less than 10 days prior to the proposed use and shall not make use of the trademarks or any significant variation thereof until such approval is received in writing from the Distributor.
8. The Partner acknowledges the Distributor's exclusive right in and to the trademarks and agrees that any use of the trademarks shall not create any right, title or interest therein for the Partner, and every use thereof shall inure to the benefit of the Distributor. The Partner will not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the trademarks of the Distributor or in such a way as to create combination marks with the trademarks. At the Distributor's request, the Partner shall promptly modify or discontinue any use of the trademarks if the Distributor determines that such use does not comply with the Distributor's trademark usage guidelines.

Article 15: Confidentiality

1. During the term of the Agreement, and for a period of five years after termination of the Agreement, the Receiving Party will maintain all of the Disclosing Party's Confidential

Information as defined below in trust and confidence and will not disclose or disseminate any of the Disclosing Party's Confidential Information to any third person or use any of the Disclosing Party's Confidential Information for any unauthorized purpose. The Receiving Party may use the Disclosing Party's Confidential Information only to the extent required to accomplish the purposes of the Agreement. Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of applicable laws. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Agreement. The Receiving Party will use at least the same standard of care to protect and maintain in confidence the Disclosing Party's Confidential Information as it uses to protect its own proprietary or confidential information.

2. 'Confidential Information' shall mean any information received by one party (the 'Receiving Party') from the other party (the 'Disclosing Party') pursuant to the agreement, including, without limitation, all know how, data, designs, specifications, inventions, drawings, processes, trade secrets, patent and trademark applications, techniques, or formula relating to any product and any research project, work in process, future development, scientific, engineering, manufacturing, marketing, business plan, financial or personnel matter relating to either party, its present or future products, sales, suppliers, customers, employees, investors or business, whether in oral, written, graphic, electronic or other tangible form and shall include the agreement.
3. Each Party shall ensure that these obligations will be observed under the same terms and conditions by its Officers.
4. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.
5. Confidential Information shall not include any information that:
 - a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available;
 - b) is known by the Receiving Party at the time of receiving such information, as evidenced by its written records;
 - c) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure;
 - d) is independently developed by the Receiving Party without any breach of the agreement; or
 - e) is the subject of a written permission to disclose provided by the Disclosing Party.
6. Notwithstanding any other provisions of the agreement, each Party may disclose Confidential Information if such disclosure:
 - a) is in response to a valid order of a court or governmental authority; provided, that the Receiving Party shall first have given notice to the Disclosing Party in order to allow the Disclosing Party the opportunity to prevent or limit any such disclosure and the receiving Party shall have made a reasonable effort to obtain a protective or other

- appropriate form of order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued;
- b) is otherwise required by the applicable law; or
 - c) is otherwise necessary to file or prosecute patent applications, prosecute or defend litigation or comply with the applicable law or otherwise establish rights or enforce obligations under the agreement, but only to the extent that any such disclosure is necessary.
7. In the event that one Party shares confidential information acquired from the other Party with third parties, the other Party shall have the right to immediately terminate the Agreement. If the Partner breaches the confidentiality Agreement, the Distributor can block all access to the Platform without the Partner having any right to compensation.

Article 16: Non-Solicit

1. The Partner, directly or indirectly, is not permitted during the term of the Agreement and during a period of one year after termination of this Agreement, without the prior written consent of the Distributor, to conclude (employment-) contracts with persons who either during this period or during a period of twelve months preceding the date of termination of this Agreement were employed by the Distributor in any manner whatsoever, or directly or indirectly rendered services by virtue of any other legal relationship, nor to (give instructions to) approach these persons with the intention of persuading these persons to terminate their employment or relationship with the Distributor in full or in part.
2. The Partner shall ensure that the obligations under Article 16.1 shall be observed under the same terms and conditions by its Officers.

Article 17: Commencing date, Term of the Agreement and Termination

1. The Agreement will commence at the moment when the Partner accepts the offer of the Distributor in accordance with article 2.1 of this Agreement, and anyway when the Partner places an order for Cloud Services under this Agreement.
2. This Agreement shall remain in full force and effect for an unlimited time until terminated in conformity with article 17.3, article 17.4, article 17.5 or article 17.6.
3. The Distributor shall have the right to terminate the Agreement in writing for convenience only taking into account a termination notice period of three months, without the Partner being entitled to any damage compensation.
4. The Partner shall have the right to terminate the Agreement in writing for convenience only taking into account a termination notice period of three months, provided that the last Cloud Service provisioned by the Partner via the Platform is terminated respectively cancelled and the Partner has fully complied with all of its obligations towards the Distributor under the Agreement. As from the date of receipt by the Distributor of the

termination letter, the license to use the Platform and the Control Panel, and the right to distribute and sell the Cloud Services respectively to change running Cloud Services will be terminated with immediate effect.

5. The Parties shall be entitled to terminate the Agreement with immediate effect by giving written notice, without prejudice to any rights which it may have, whether under the provisions of this Agreement, in law, or in equity, or otherwise, if the other Party:
 - a) commits a fundamental breach of any of the terms or conditions of this Agreement or any other agreement made pursuant to the provisions hereof and such breach is not cured within 10 days after written notice specifying the default; to avoid any misunderstanding, in case the breach is not curable because of its nature, the Agreement will terminate immediately upon receipt of the written notice;
 - b) becomes bankrupt, requests suspension of payment, is declared commercially incompetent by order of the court, enters into liquidation, compounds with its creditors or is unable to pay its debts as they mature (i.e. where at least two of the Distributor's invoices were not paid by the Partner on the due date) or is involved in any insolvency or reorganisation proceedings supervised by a court;
 - c) commits a crime, within or outside the framework of this Agreement.
6. Furthermore the Distributor shall have the right to terminate the Agreement with immediate effect by giving written notice, without prejudice to any rights which it may have, whether under the provisions of this Agreement, in law, or in equity, or otherwise:
 - a) If the Partner fails to comply with the necessary quality requirements to distribute the Platform and/or the Cloud Services or to organise the first-line help desk;
 - b) in the event of unlawful or harmful use of the Platform by the Partner;
 - c) in case of development by the Partner of a directly competing activity or the intention to do so.
7. No claims for indemnity or compensation can be lodged by reason of the termination of this Agreement, save where these claims are based on breach of contract or tort. Investments made by the Partner with respect to the execution of this Agreement are for its own risk and account and cannot be claimed from the Distributor in case of termination. Neither shall the Partner be entitled to any goodwill compensation.
8. In the event of termination of this Agreement, for whatever reason, the Distributor will be entitled:
 - a) to appoint another Partner to replace the Partner on the basis of this Agreement, or
 - b) to appoint a third party to distribute the Cloud Services respectively activate new Cloud Services, continue running Cloud Services and/or change running Cloud Services, or
 - c) to take this up itself;to its sole discretion.
9. All Cloud End User Agreements between the terminated Partner and the Customer which are still valid on the date of termination of this Agreement will be transferred to the new Partner, the third party or the Distributor itself. The terminated Partner hereby grants

approval and will fully cooperate, should the need arise, to achieve such a transfer and waives any right to any damage compensation in this respect. The Partner expressly acknowledges and accepts this right of intervention by the Distributor.

10. All Cloud Services will be provisioned with a subscription expiration date mentioned on the Term Sheet, Control Panel or the Distributor's website. The Partner and/or the Customer may cancel and terminate Cloud Services via their Control Panel before the auto-renewal date, otherwise Cloud Service subscriptions will be continued automatically.
11. There are two methods for cancelling/terminating Cloud Service subscriptions:
 - a) Placing a cancellation order in the Control Panel (a cancellation order is considered to be valid only after the cancellation task has run successfully on the Platform). If a cancellation order task has run successfully, the Cloud Service subscription is stopped immediately, the subscription application must be uninstalled (if applicable).
 - b) Disable the auto-renewal, with the exception of 'Device as a Service'. Using this method, the auto-renewal mode for the subscription is disabled. The auto-renewal mode can be disabled in the Control Panel. The Cloud Service subscription will be automatically stopped at the Cloud service subscription expiration date (a cancellation order is considered to be valid only after the cancellation task has run successfully on the Platform). As regards 'Device as a Service', it is not allowed to disable the auto-renewal during the term of the Cloud Service subscriptions.

After a retention period of at least 30 days the subscription will be destroyed permanently.
12. Please browse to 2tCloud.supportcentre.services for how-to's on cancelling subscriptions or disabling the auto-renewal mode.

Article 18: Consequences of termination of the Agreement

1. In case of termination of this Agreement, the Distributor will in reasonableness and fairness assist and participate in the possible migration of the Customer to the Distributor itself or a new Partner or third party appointed by the Distributor. In case such migration involves additional work for the Distributor, it will be entitled to charge a reasonable compensation for the work.
2. Upon the termination of this Agreement, the Partner will cooperate fully with the transfer of systems and data. This will be charged at the applicable hourly rate for management work. As a rule the transfer will take place during the final weeks before the end of the period of the license of the Platform, in consultation with the Partner.
3. Otherwise, the Partner shall be obliged after termination of the Agreement, for whatever reason, to stop the licensing and use of the Platform, the Control Panel, the NFR licence and the Distributor's trademarks, and to stop the distribution of Cloud Services respectively the activation of new Cloud Services and to change running Cloud Services.

The Partner shall furthermore refrain from longer presenting itself as the Partner of the Platform and/or the Cloud Services.

4. Termination of this Agreement in accordance with the terms of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued at the time of such expiration or termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination.
5. Immediate upon termination of this Agreement, the owning Party shall return to the other Party all originals and copies of all documents and information in any form, such as brochures, advertising materials, data, etc., which have been made available within the scope of this Agreement as well as any goods belonging to the owning Party.

Article 19: Applicable law and disputes

1. The validity, interpretation and implementation of the Agreement is governed by Dutch law.
2. Any dispute relating to the conclusion, validity, implementation and/or termination of this Agreement will be settled by the competent court in Oost-Brabant, 's-Hertogenbosch.
3. Before instituting a procedure before the Court, Parties will, however, attempt to negotiate in good faith in order to reach an out-of-court settlement.

Article 20: Final provisions

1. All notices concerning this Agreement shall be sent by registered mail or email, in each case addressed to the address as the respective Parties may designate by like notice from time to time. A notice served by the sending Party shall only have effect towards the receiving Party if the sending Party can produce the following documents: (i) a notice of receipt if sent by registered mail or (ii) a digital receipt of successful delivery if sent by email.
2. This Agreement constitutes the entire agreement between the Parties concerning the subject stated above and supersedes and cancels any prior agreement or any contemporaneous oral agreement between the Parties on the subject.
3. All documents and information available via the Control Panel as referred to in this Agreement form an integral part of the Agreement and are subject to the provisions of the Agreement.
4. Any adjustment or amendment of this Agreement will only be binding upon the Parties if agreed upon in writing.

5. In the event that particular provisions or requirements of this Agreement are in violation of Dutch law, the validity of other provisions or requirements shall not be affected thereby and shall be enforced and remain in full force and effect. In the place of the null or invalid provisions a suitable regulation shall apply which approximates as closely as possible with the intention of the Parties and the economic result aimed for by them in a legally effective way.
6. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns. Each Party is strictly prohibited from transferring the rights and obligations arising from this Agreement, in part or in whole, to a third party, without the other Party's express prior written approval, with the exception of the Distributor, who will be entitled to transfer the Agreement to a subsidiary, group company or participation.
7. Each Party shall bear its own costs of the conclusion and the implementation of this Agreement.
8. The failure of either Party to enforce at any time one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions.
9. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions in any other language shall be for accommodation only and shall not be binding upon the Parties.
10. Each Party has cooperated in the drafting of this Agreement. Hence, this Agreement shall not be construed against any Party on the basis that that Party was the drafter.
11. This Agreement has been negotiated between unrelated Parties, who are sophisticated and knowledgeable in the matters contained in the same and who have acted in their own self-interest. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties, and this Agreement shall not be interpreted or construed against any Party to it, because that Party or representative for that Party drafted this Agreement or participated in its drafting.
12. A failure in the performance of their obligations under this Agreement cannot be attributed to a Party if the failure is caused by circumstances beyond the reasonable control of said Party such as fire, flood, strikes, labour unrest or other disruptions of the economy, unavoidable accidents, embargos, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc.
13. In case of temporary force majeure the mutual obligations of the Parties shall be suspended until the hindrance is eliminated. Where force majeure persistently prevents fulfilment, by which the Parties also understand a force majeure situation which lasts for more than 90

days, the Agreement shall end by right. The Parties shall then have no right to fulfilment, compensation for this reason and/or postponement.

Drafted in twofold via DocuSign on
whereby all Parties declares to have received one original.

Copaco
Represented by

Represented by

CLOUD PARTNER AGREEMENT
V2018.02.05

I.J.J. Kuijpers
C.E.O.

Appendix 1: Term Sheet

Training requirements

According to the Cloud Partner Agreement, it is mandatory for the Partner to follow a training program. Per Partner, at least one person, but preferably more, will have to follow the course 'Basic Training Control Panel'. This training is to be followed once per year, to keep up to date with all changes regarding the Control Panel.

Also, Distributor can at its sole discretion, issue new courses in case of an important update of change to the Platform and/or Control Panel.

The Basic Training Control Panel is meant for employees responsible for the administrative part of the ordering and billing of Cloud Services. After the training, the trainee is expected to be able to:

- Create new customers and users;
- Order new, upgrade, downgrade or cancel Cloud Services;
- Adjust End User prices;
- Control invoicing and credit control functionality of the Control Panel.

Duration of the training: approximately 2 hours
Costs online training: free of charge
On-site training: to be discussed

Furthermore, Partners are advised to follow the commercial 2tCloud sessions which are organized on a regular basis. During these sessions, the 2tCloud proposition and its key benefits are explained and an introduction to the portfolio is given.

Besides the general training, Partner can follow Cloud Service specific Technical or Commercial training.

Sales expert training

On request and at additional costs, Distributor may organize a Sales Expert Training for Partner management and sales to train employees in detail on Solution Selling/Cloud Services Selling.

Partner Program: Minimum Term of this Agreement

Program:	2tcloud Partner Support Fee
Contract Term:	12 months
Set up costs:	€ 0,-
Recurring costs:	€ 195,- per year
Payment term:	8 days after invoice date