



# Reseller Agreement

This agreement is made this day of \_\_\_\_\_

## Between

(1) **VUZION IRELAND LIMITED** a company incorporated in Ireland (registered number 593416) whose registered address is at Coliemore House, Coliemore Road, Dalkey, Co. Dublin A96 A8D5 (“Vuzion”)

(2) **RESELLER COMPANY** a company incorporated in Ireland (registered number XXXXXXX) whose registered address is at XXXXXXX (“the Reseller”)

**WHEREAS**, Vuzion Ireland Limited encompasses the aggregation of complementary cloud and professional services to help service providers, VARs, Microsoft CSP Partners, and ISVs build a sustainable business model. Services include consultancy, support and billing automation.

**WHEREAS**, it is the intention of the Parties to establish Terms to govern the respective rights, duties and obligations of the Parties.

Each a “Party” and together the “Parties” now it is hereby agreed as follows:

## 1 DEFINITIONS

In these terms, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptable Use Policy” means the Vuzion policy for the Customers use of Services, as set out on the Vuzion website at [www.Vuzion.ie/terms](http://www.Vuzion.ie/terms) and may be amended by Vuzion from time to time.

“Commencement Date”	means the date of this Agreement shown above.
“Confidential Information”	all information obtained by one party from the other which is expressly marked as confidential or which is manifestly confidential, or which is confirmed in writing to be confidential within 7 days of its disclosure;
“Customer”	means an end user of the Services who is a customer of the Reseller;
“Customer Material”	the Customer’s data loaded, received, maintained or transmitted by Vuzion on the System for the Customer under these Terms;
“Initial Period”	shall be 12 months unless otherwise stated in Schedule 1 in which case the Initial Period in Schedule 1 shall prevail. The Initial Period shall commence on the Commencement Date.
“License Terms”	<p>the licensing conditions and restrictions of the Software manufacturer, supplier or licensor, including (but not limited to)</p> <ul style="list-style-type: none"><li>a) In respect of the Microsoft Software the licensing conditions set out at <a href="http://www.Vuzion.ie/terms">www.Vuzion.ie/terms</a> or available upon request;</li><li>b) In respect of other Software the licensing conditions set out at <a href="http://www.Vuzion.ie/terms">www.Vuzion.ie/terms</a> or available upon request;</li></ul>
“Reseller”	a company appointed by Vuzion as a non-exclusive agent for the resale of the Services supplied under these Terms;
"the Servers"	Vuzion's server(s) used for the purpose of providing Services;
“the Services” brand;	the aggregate of component services under the Vuzion brand;

“Service Description”	the description of component services as set out at <a href="http://www.Vuzion.ie/terms">www.Vuzion.ie/terms</a> ;
“Software”	all machine-readable data and instructions, including middleware and firmware and related updates and upgrades, licenses materials, user documentation, user manuals and operating procedures used or in the provision of, or the for the Customer to access, the Services;
“System”	the hardware and software belonging to or used by Vuzion and which provides a link to the World Wide Web via the Internet;
"Terms"	the terms of this Agreement and the annexed Schedules.
“Working Days”	Monday to Friday excluding Republic of Ireland Public Holidays.

## 2 SUPPLY OF THE SERVICES

- 2.1** The Reseller is appointed as a non-exclusive reseller by Vuzion and will resell the Services to a Customer in accordance with these Terms. The Reseller shall be entitled to describe itself as Vuzion's "Authorised Reseller" for the Services but shall not hold itself out as Vuzion's agent or partner or as being entitled to bind Vuzion in any way.
- 2.2** Vuzion shall supply the Services in accordance with the provisions of these Terms
- 2.3** Vuzion shall supply the Services in accordance with the applicable Service Description (and terms therein) for each component of the Services. The Service Descriptions for each component of the Services are set out at [www.Vuzion.ie/terms](http://www.Vuzion.ie/terms) and may be varied from time to time.
- 2.4** Vuzion reserves the right to control, direct and establish technical procedures for the Servers and the provision of the Services and Vuzion may make reasonable operational changes to the Services without prior notice when necessary.
- 2.5** Vuzion has obtained and shall use its reasonable endeavours to ensure that it retains all necessary consents, licenses or certifications required for the provision of the Services.
- 2.6** Vuzion shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Customer. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of Vuzion.
- 2.7** Vuzion shall, to protect the security of the Services and the Customer's Material, either on its own reasonable judgment, or on request by the Reseller or Customer, promptly suspend availability of the Services over the Internet. Vuzion shall likewise, on its own reasonable

judgment or on request by the Reseller or Customer, promptly resume the provision of the Services following such suspension.

- 2.8** Vuzion shall maintain reasonable safeguards against the destruction, loss or unauthorised alteration of Customer Material, and shall maintain reasonable security procedures to restrict the destruction, corruption or unauthorised access to Customer Material, including back up material.
- 2.9** Vuzion will at all times implement and use appropriate virus-protection procedures and software on Customer Material.
- 2.10** Vuzion, upon reasonable notice to the Reseller, may upgrade the Services to a new version of the Services at any time.

### **3 CONDITIONS OF THE SUPPLY OF THE SERVICES BY VUZION**

- 3.1** The Reseller acknowledges that the Customer will be responsible for obtaining and maintaining the Customer's own compatible computer system being all such equipment, software and communications lines, including any public lines required by the Customer to access the Services ("Customer's Equipment"). Vuzion has no responsibility for or liability with respect to the Customer's Equipment.
- 3.2** All Software made available for use by the Customer under these Terms is provided subject to the License Terms and the Reseller shall procure that all Customers accept the License Terms applicable to each component of the Services.
- 3.3** The Reseller shall at all times work in good faith to protect and promote the interests of Vuzion;
- 3.4** The Reseller shall deal promptly with any complaints, claims or actions relating to the Services and keep Vuzion fully informed of any matters relating to defects or alleged defects in the same;
- 3.5** The Reseller shall at all times use commercially reasonable endeavours to promote and extend sales of the Services;
- 3.6** Where any reference to the Vuzion name or mark is made in any publication, advertising or marketing materials, the Reseller shall obtain prior written approval from Vuzion (such approval not to be unreasonably withheld);
- 3.7** The Reseller shall not make any representations regarding the Services other than those contained within Service Description or any other Vuzion's marketing materials;
- 3.8** The Reseller shall maintain sufficient personnel adequately skilled and trained for the appropriate support of the Services;
- 3.9** At the Reseller's expense, the Reseller shall provide the Customer with training on the use of the Services;
- 3.10** The Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Services shall include (without limitation):
  - 3.10.1** obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connection with any facilities of Vuzion, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;
  - 3.10.2** attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of Vuzion or of another customer of Vuzion;
  - 3.10.3** using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.

- 3.11** Vuzion shall take reasonable steps to protect the Customer's information in accordance with the provisions of ISO 27001:2013, however the Reseller acknowledges that the Internet is not secure and accordingly that Vuzion cannot guarantee the privacy of the Customer's information.
- 3.12** The Reseller shall make it a condition that the Customer shall use the Services in accordance with the Acceptable Use Policy of Vuzion set out at [www.Vuzion.ie/terms](http://www.Vuzion.ie/terms).
- 3.13** Where applicable, the Reseller shall make it a condition upon the Customer that the Customer shall use an up-to-date virus-scanning program on all Customer Material.
- 3.14** The Reseller shall procure that the Customer maintains confidentiality of its login names, passwords and other confidential information relating to the Customer's access to the Services.
- 3.15** Where applicable, the Reseller shall maintain confidentiality of login names, passwords and other confidential information relating to the Services.
- 3.16** The Reseller acknowledges that Vuzion does not operate or exercise control over, and accepts no responsibility for the content of Customer Material.
- 3.17** The Reseller warrants and represents to Vuzion that it has no financial or other economic interest, either directly or indirectly with any competitor of Vuzion.

#### **4 PROFESSIONAL SERVICES**

- 4.1** Where required by the Reseller, Vuzion shall provide professional services as agreed between Vuzion and the Reseller ("Statement of Work") in addition to and to complement the Services.
- 4.2** The Statement of Work shall set out:
- 4.2.1** The scope of the professional services to be provided by Vuzion;
  - 4.2.2** The deliverables by Vuzion to the Reseller;
  - 4.2.3** The period during which the professional services are to be delivered or the date by which deliverables will be delivered to the Reseller;
  - 4.2.4** The specification of the professional services to be delivered;
  - 4.2.5** The conditions upon which professional services will be delivered to the Reseller by Vuzion;
  - 4.2.6** The acceptance tests to be carried out (if applicable) in respect of the professional services;
  - 4.2.7** The charges to be paid by the Reseller to Vuzion for the supply of Professional Services;
- 4.3** No Statement of Work shall be binding until signed by both Vuzion and the Reseller;
- 4.4** Vuzion shall perform the professional services in a professional manner and with due care and skill;
- 4.5** Each party acknowledges that the scope and specification of the professional services may be subject to change subsequent to the commencement of the professional services. Variation to the Statement of Work shall be agreed between Vuzion and the Reseller and confirmed in writing ("Change Order") by both parties
- 4.6** Where Vuzion perform professional services at a Reseller site or another third party site the Reseller will pay Vuzion all travel and all out of pocket expenses on demand. For the avoidance of doubt travel costs will be charged at €0.50 per mile, all other travel and subsistence expenses will be recharged at cost.
- 4.7** The Reseller may cancel the Statement of Work by giving notice to Vuzion in writing. The following charges are payable in the upon cancellation;
- 4.7.1** 30 days' notice or more before commencement of the Statement of Work - no charge
  - 4.7.2** 14 – 29 days' notice before commencement of the Statement of Work - 50% of charges as per the Statement of Work

- 4.7.3** Less than 14 days' notice before commencement of the Statement of Work - 100% of charges as per the Statement of Work

## 5 PUBLICITY AND PROMOTION

The Reseller grants Vuzion the right to:

- 5.1** refer to the Reseller in proposals or other similar submissions made to prospective Resellers and Customers; and use free of charge the Reseller's logos, trademarks and registered trademarks solely for the purposes of Vuzion's promotion of the Services.
- 5.2** The Reseller agrees that it is not entitled to and shall not receive any compensation for the rights granted to Vuzion nor for the fulfilment of its obligations pursuant to this Clause.

## 6 INDEMNITY

- 6.1** The Reseller shall indemnify Vuzion against all losses, liabilities, cost (including legal costs on an indemnity basis) damages and expenses arising out of or a breach of any of the customer's obligations (including negative obligations) under this agreement.
- 6.2** Vuzion shall indemnify the Reseller against all losses, liabilities, costs (including legal costs on an indemnity basis) damages and expenses arising out of or in connection with any claim by a third party that the use by the Customer of Software infringes the third party's intellectual property rights subject to the following conditions:
- 6.3** The Reseller will notify Vuzion of any claim arising pursuant to this clause as soon as reasonably practicable after becoming aware of it;
- 6.4** The Reseller shall not make any admissions nor admit any liability;
- 6.5** The Reseller shall allow Vuzion to conduct and/or settle all negotiations and litigation resulting from such claim or action; and
- 6.6** The Reseller shall provide Vuzion with such reasonable assistance (at Vuzion's cost) in relation to the defence of the claim or action as Vuzion shall request.

## 7 PAYMENT

- 7.1** The Reseller shall pay to Vuzion the charges for the supply of the Services as set out in Schedule One ("the Charges").
- 7.2** The Charges payable under these Terms are exclusive of Value Added Tax which shall be paid by the Reseller at the rate and in the manner for the time being prescribed by law.
- 7.3** For the avoidance of doubt, the Reseller's obligation to pay the Charges shall apply irrespective of whether the Reseller receives payment for the Services from the Customer.
- 7.4** Vuzion may vary all or any of the Charges by giving 60 days written notice to the Reseller, save for the passing through of any increased charges by a third-party service provider or licensor in which case the Charges may be varied by giving 30 days' notice at any time.
- 7.5** Where the Charges are not paid by the Reseller when due, Vuzion upon 7 days' notice may suspend all Services to the Customer and the Statement of Work.
- 7.6** The Reseller shall pay charges for professional services under the Statement of Work within 30 days of the performance of such services, or upon the completion or acceptance of such professional services, whichever is the earlier. Vuzion shall notify the Reseller in writing when it considers the professional services to have been performed/completed/accepted as appropriate. Where payment terms are specified in the Statement of Work they shall override this clause 6.5.
- 7.7** Any Services provisioned to the Reseller subsequent to the Commencement Date in addition to the Services in Schedule One shall be provided in accordance with the Terms of this Agreement.

## 8 LIMITATION OF LIABILITY

- 8.1** Except as specified in the Service Description, Vuzion shall not be liable to the Reseller for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of the Services, the System, the connectivity to the Internet, any Software or its use, application, support or otherwise, except to the extent to which it is unlawful under the applicable laws and regulations to exclude such liability.
- 8.2** In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever arising under this Agreement, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. In no event shall either party's liability to the other party or any other person or entity arising out of or in connection with this Agreement, in the aggregate, exceed the total Charges paid by the Reseller to Vuzion under this Agreement.
- 8.3** Vuzion does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Vuzion its employees, agents or authorised representatives and further to the extent Vuzion is not able to exclude such liability by law.

## 9 INTELLECTUAL PROPERTY RIGHTS

- 9.1** Vuzion acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in the Reseller shall remain vested in the Reseller and nothing in these Terms shall operate as an assignment to Vuzion of such intellectual property rights.
- 9.2** The Reseller acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in Vuzion shall remain vested in the Vuzion and nothing in these Terms shall operate as an assignment to the Reseller of such intellectual property rights.

## 10 CONFIDENTIALITY

- 10.1** Vuzion and the Reseller shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

## 11 DATA PROTECTION

- 11.1** In this clause, the terms "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given under the EU General Data Protection Regulation (Regulation 2016/679) and any and all applicable national data protection laws implementing or supplemental to that Regulation including UK the Data Protection Act 2018 ("Applicable Data Protection Law").
- 11.2** The Reseller hereby notifies Vuzion that the Reseller's Material contains personal data (the "Reseller Personal Data") and the Reseller (the controller) appoints Vuzion as a processor to process the Reseller Personal Data and subprocessor of the Customer Material. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law. If Vuzion becomes aware that processing the Reseller Personal Data infringes Applicable Data Protection Law, it shall promptly inform the Reseller .

- 11.3** The Reseller shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Vuzion for processing.
- 11.4** The Reseller warrants and undertakes to Vuzion that:
- 11.4.1** the Reseller Personal Data has been obtained and processed (in so far as the Reseller Personal Data has been processed) lawfully;
  - 11.4.2** the Services will be entirely consistent with and appropriate to the specified and lawful purposes for which the Reseller has notified the data subject in respect of the Reseller Personal Data (the "Notified Purposes");
  - 11.4.3** the Reseller has not hitherto and will not during the continuance of these Terms use or disclose the Reseller Personal Data or any part thereof in a manner incompatible with the Notified Purposes;
  - 11.4.4** the Reseller Personal Data is adequate, relevant and not excessive in relation to the Notified Purposes; and
  - 11.4.5** the Reseller Personal Data is accurate and the Reseller shall keep the Reseller Personal Data fully up to date at all times during the continuance of these Terms.
- 11.5** Processor obligations:
- 11.5.1** Vuzion shall not transfer the Reseller Personal Data or Customer Material outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
  - 11.5.2** Vuzion shall ensure that any person it authorises to process the Reseller Personal Data or Customer Material (an "Authorised Person") shall protect the Reseller Personal Data and Customer Material in accordance with Vuzion's confidentiality obligations under these Terms.
  - 11.5.3** Vuzion shall implement technical and organisational measures to protect the Reseller Personal Data and Customer Material (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Reseller Personal Data or Customer Material (a "Security Incident").
  - 11.5.4** Vuzion shall provide reasonable and timely assistance to the Reseller (at the Reseller's expense) to enable the Reseller to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Reseller Personal Data or Customer Material. In the event that any such request, correspondence, enquiry or complaint is made directly to Vuzion, Vuzion shall promptly inform the Reseller providing full details of the same.
  - 11.5.5** Vuzion shall and provide reasonable cooperation to the Reseller (at the Reseller's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law in relation to the processing of Reseller Personal Data.
  - 11.5.6** If Vuzion becomes aware of a confirmed Security Incident, Vuzion shall inform the Reseller without undue delay and shall provide reasonable information and cooperation to the Reseller so that the Reseller can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Vuzion shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Reseller informed of all material developments in connection with the Security Incident.



- 11.5.7** Upon termination or expiry of this Agreement, Vuzion shall (at the Reseller's election) destroy or return to the Reseller all Reseller Personal Data in its possession or control. This requirement shall not apply to the extent that Vuzion is required by applicable law to retain some or all of the Reseller Personal Data, or to Reseller Personal Data it has archived on back-up systems, in which event Vuzion shall securely isolate and protect from any further processing except to the extent required by such law until deletion is possible.
- 11.6** The Reseller consents to Vuzion engaging third party subprocessors to process the Reseller Personal Data provided that: (i) Vuzion [maintains an up-to-date list of its subprocessors](#), which it shall update with details of any change in subprocessors at least 14 days' prior to any such change; (ii) Vuzion imposes data protection terms on any subprocessor it appoints that require it to protect the Reseller Personal Data to at least the standard required by Applicable Data Protection Law; and (iii) Vuzion remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. The Reseller may object to Cobweb's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Vuzion will either not appoint or replace the subprocessor or, if this is not possible, the Reseller may suspend or terminate the Services (without prejudice to any fees incurred by the Reseller prior to suspension or termination).
- 11.7** The Reseller acknowledges that Vuzion is regularly audited against the ISO 27001 standards by independent third-party auditors. Upon request, Vuzion shall supply a summary copy of its audit report(s) to the Reseller, which shall be subject to the confidentiality provisions of this Agreement.
- 11.8** In performing its Services Vuzion may process for diagnostic or investigative purposes only personal data belonging to the Reseller. Vuzion hereby warrants to the Reseller that in such circumstances it will in respect of such personal data observe all the obligations pertaining to a data processor under Applicable Data Protection Law and will indemnify the Reseller against all breaches of the said laws by Vuzion in respect of the Reseller's data.

## 12 FORCE MAJEURE

Notwithstanding clause 2.6, Vuzion will not be responsible for any delay in, or failure of, the Services or the Internet due to any occurrence, event or cause beyond Vuzion's reasonable control, which may prevent or hinder the performance of Vuzion of any of its obligations under this Agreement.

## 13 DURATION AND TERMINATION

- 13.1** This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this Clause 13.
- 13.2** This Agreement may be terminated by the Reseller by giving at least three months' notice in writing in advance.
- 13.3** This Agreement may be terminated forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or a bankruptcy petition presented to the court or shall cease or threaten to cease to carry on business.

- 13.4** Vuzion may cease to supply the Services forthwith without giving notice to the Reseller if the Reseller is in material breach of this Agreement and has failed to rectify such breach (in the case of a breach capable of being remedied) within 14 days of receiving a written notice requiring it to do so.
- 13.5** Any termination under this clause 13 shall discharge Vuzion from any liability for further performance of the Services but its rights to make any claim for any antecedent breaches shall remain in force.

## **14 CONSEQUENCES OF TERMINATION**

- 14.1** In the event of expiry or termination of this Agreement the Reseller shall:
- 14.1.1** within 7 (seven) days of the date of any such expiry or termination, cease using and return to Vuzion or otherwise dispose of as Vuzion may instruct all marketing and other materials relating to the Services or to the business of Vuzion which the Reseller may have in its possession or under its control;
  - 14.1.2** cease to represent itself as an appointed non-exclusive Vuzion reseller of the Services and remove all such references from its stationery, promotional literature and name plates;
  - 14.1.3** not do (or omit to do) anything which may adversely affect the reputation or goodwill of Vuzion; and
  - 14.1.4** cease to use the Intellectual Property.
- 14.2** In the event of expiry or termination of this Agreement in whole or in part Customers shall be given the option of contracting with Vuzion for the continued provision of the Services.
- 14.3** In the event of the Customers contracting with Vuzion the Reseller shall not be liable to make any further payments in respect of the Services after the date that Vuzion takes direct responsibility but this shall not affect liability for Charges in respect of the period prior to that date.
- 14.4** In the event of Customers not choosing to contract with Vuzion for the continued provision of the Services, Vuzion shall provide assistance to the Reseller for the migration of Customers, subject to the payment of Vuzion's professional services fees.
- 14.5** The Reseller shall have no claim against Vuzion for compensation for loss of reseller rights, loss of goodwill or any similar loss;
- 14.6** The expiry or termination of this Agreement shall be without prejudice to any other rights or remedies which either Party may be entitled to under this Agreement or at law and shall not affect any rights or liabilities which have already accrued to either of the Parties under this Agreement.

## **15 AMENDMENT**

- 15.1** No variation to the provisions of these Terms or Schedules shall be of any effect unless made in writing and agreed and signed by or on behalf of Vuzion and the Reseller.

## **16 ASSIGNMENT**

- 16.1** Vuzion may perform any of the obligations undertaken by it and to exercise any of the rights granted to it under these Terms through any other company which at the relevant time is its holding company or subsidiary (as defined by section 8 of the Companies Act 2014) or the subsidiary of any such holding company, and any act or omission of any such company shall for the purposes of these Terms be deemed to be the act or omission of Vuzion.

## 17 NOTICES

- 17.1** Any notice required or permitted under these Terms or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail as appropriate, properly posted and fully pre-paid in an envelope properly addressed or sent by facsimile or email to the respective addressee at its usual place of business or to such other address, facsimile number or email address as may from time to time be designated by notice hereunder.
- 17.2** Any such notice shall be considered to have been received on the next working day following delivery, facsimile or emailing or in any other event within seven (7) Working Days after it was mailed in the manner provided under this clause.

## 18 LAW

- 18.1** These Terms shall be governed by and construed in accordance with the laws of the Republic of Ireland.
- 18.2** Any dispute which may arise between the parties concerning these Terms shall be determined by the courts of Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts for such purpose.

## 19 INTERPRETATION

In these Terms:

- 19.1** reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 19.2** words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- 19.3** any reference to Vuzion or the Reseller in these Terms includes a reference to their successors in title and permitted assigns;
- 19.4** the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of these Terms.
- 19.5** any reference to a clause means a clause in this Agreement unless the contrary is stated.
- 19.6** references to "written" (e.g. written consent or written notice) shall include by email.

## 20 SEVERABILITY

- 20.1** If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 20.2** The Parties agree to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 21 WAIVER

- 21.1** The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**22 ENTIRE AGREEMENT**

- 22.1** Each party on behalf of itself and as agent for each of its related persons acknowledges and agrees with the other party (each such party acting on behalf of itself and as agent for each of its related persons) that: -
- 22.2** this Agreement constitutes the entire and only Agreement between the parties and their respective related persons relating to the subject matter of this Agreement;
- 22.3** neither it nor any of its related persons has been induced to enter into this Agreement in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that any of them have been, it (acting on behalf of itself and as agent on behalf of each of its related persons) unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto;
- 23** PROVIDED THAT the provisions of this clause 23.1 shall not exclude any liability with any of the parties or, where appropriate, their related persons would otherwise have to any other party or, where appropriate, to any other party's related persons or any right which any of them may have in respect of any statements made fraudulently by any of them prior to the execution of this Agreement or any rights which any of them may have in respect of fraudulent concealment by any of them.



**UNCLASSIFIED**

22/05/2018

v.1.1

*EXECUTED* in two originals as per the Commencement Date above:

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Signed for and on behalf of **VUZION**

Signature:

Name:

Title:

Date:

---

Signed for and on behalf of **RESELLER**

Signature:

Name:

Title:

Date

---

Vuzion Ireland Ltd

Registered office: Vuzion Ireland Ltd., Coliemore House, Coliemore Road, Dalkey, Co. Dublin A96 A8D5 .

Registered in Ireland No. 593416; VAT no: IE3446125NH

T: +353 169 500 91

[www.vuzion.ie](http://www.vuzion.ie)

[partners@vuzion.ie](mailto:partners@vuzion.ie)

SCHEDULE ONE

- A) RESELLER PROGRAMME:
- B) SERVICE CHARGES

The Service Charges are charges for the Services as stated in the Vuzion control panel from time to time.