



STANDARD TERMS

Simpro is the owner of the Simpro suite of products, delivering a range of software products and mobility solutions for the service industry (the “Products”).

In this Partner Program Agreement, including all documents incorporated by reference (collectively, the “Agreement”), “we,” “us,” “our” and “Simpro” refers to the Simpro entity referred to in the Contract Details and its affiliates, and “you,” “your” and “Partner” refers to the partner enterprise referred to in the Contract Details.

You indicate your acceptance to the Agreement by signing or clicking a checkbox that you agree to its terms.

1. Agreement Structure

The Agreement is comprised of:

- Contract Details
- Standard Terms
- Module 1 – Referral Partner
- Module 2 – Service Provider Partner
- Module 3 – Technology Partner

In the event of any inconsistency between the foregoing, the following order of priority shall apply: Contract Details, Standard Terms and then the applicable Module.

2. Partner Program Benefits

The benefits of the Partner Program are listed on our website here (<https://www.simprogroup.com/partners/program-guidelines>) or will be otherwise communicated to you in writing) and form part of the Agreement. Benefits may differ by tier of partnership (e.g. Registered, Select, Premier, or other similar designation). The benefits may change over time. We will use reasonable efforts to provide you with notice of such changes.

3. Program Obligations

Your obligations as a Partner in the Partner Program are listed on our website here (<https://www.simprogroup.com/partners/program-guidelines>) or will be otherwise communicated to you in writing) and form part of the Agreement. The obligations may differ by tier and type of partnership (e.g. Registered, Select, Premier, or other similar designation). The obligations may change over time. We will use reasonable efforts to provide you with notice of such changes, including providing you with at least 45 days notice in the event of material increases in obligations.



4. Branding; Attribution; Promotional Use

“Brand Features” means trade names, trademarks, service marks, logos, and other distinctive brand features.

While you are in the Partner Program and the Agreement is in effect, we grant you a non-transferable, non-sublicensable, non-exclusive license to display the Simpro Brand Features and any other marketing collateral we may provide to you, for the sole purpose of promoting and advertising the fact that you are a partner in the Partner Program. You may not use our logos or trademarks in connection with search engine rankings, ad word purchases, or as part of a trade name, business name, or Internet domain name.

You may indicate you are in the Partner Program by displaying the badge we provide to you.

Any use of the Simpro Brand Features must be in accordance with the brand resource kit within the Simpro Partner Portal (“Brand Resource Kit”).

You must ensure that all marketing material used in connection with the Agreement, in physical or electronic form: (a) has been pre-approved in writing by Simpro; (b) is of a high standard; (c) complies with reasonable and lawful directions, instructions, standards and specifications notified in writing by Simpro from time to time, including the Brand Resource Kit; and (d) displays a written statement to the effect that the Simpro marketing material and Simpro intellectual property contained therein forms part of the intellectual property of Simpro and is produced by the Partner under licence from Simpro.

While you are in the Partner Program and the Agreement is in effect, you grant us a right to use your Brand Features in our promotion and advertising of the Partner Program, including on the Simpro website and marketplaces or directories. Simpro may refer to its relationship with Partner during discussions with analysts, meetings with the press, or in regulatory filings.

Except as expressly stated herein, the Partner Program does not grant either of us any right, title, or interest in or to the other party’s Brand Features. All use by a party of the Brand Features of another party, including any goodwill associated therewith, will inure to the benefit of the party owning the Branding Features.

5. Intellectual Property

Each party to the Agreement will retain ownership over its background intellectual property (including its Brand Features) as well any intellectual property developed or created by that party in connection with the Agreement. The foregoing notwithstanding, an improvement made to a party’s background intellectual property will be owned by the owner of the background intellectual property, regardless of which party developed or created it under the Agreement.

Each party agrees not to use the other party’s intellectual property in any manner which might prejudice or would be likely to prejudice or diminish the other party or its rights.



The Partner agrees not to associate Simpro's intellectual property (including its Brand Features) with content or actions that are unlawful in any manner, or which are otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Simpro's sole discretion.

6. Confidentiality

"Confidential Information" means any information that is marked as confidential or proprietary or should reasonably be understood to be confidential or proprietary that is disclosed to the recipient ("Recipient") by the discloser ("Discloser") and includes: (a) a Discloser's financial information, software, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; and (b) as to Simpro, information relating to the Simpro products and services. Confidential Information excludes information that: (i) was rightfully in Recipient's possession without any obligation of confidentiality; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) is lawfully received by Recipient from a third party without violation of a duty of confidentiality; or (iv) is independently developed by or for Recipient without use of or reference to the Confidential Information.

Recipient will not: (a) use the Confidential Information other than for purposes of performing its obligations or exercising its rights under the Agreement; or (b) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to: (i) its employees and consultants who are required to have access to the Confidential Information in connection with the performance of Recipient's obligations or exercising its rights under the Agreement; and (ii) professional advisers (e.g., lawyers and accountants); provided, however, that any and all such employees, consultants, and professional advisers are bound by written agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this clause. Recipient will not allow any unauthorised person access to Discloser's Confidential Information, and Recipient will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimise the possibility of unauthorised use or copying of such Confidential Information.

If any Confidential Information is required to be disclosed by applicable law or court order, it may be disclosed to the extent of such requirement, provided that the Recipient will promptly notify Discloser in writing of such requirement and will permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Discloser in seeking to obtain such protection.

In the event of termination of the Agreement the Recipient will cease using the Confidential Information of the Discloser; and (b) if requested to do so in writing, either return it to the Discloser or destroy it along with all copies, notes or extracts thereof, and certify to its destruction within fifteen (15) days of receipt of such written notice.



7. Privacy and Supplier Code of Conduct

You consent to us collecting, using and disclosing your personal information in accordance with our Personal Data Protection Notice located [here](#). The Partner agrees to comply with all applicable privacy and anti-spam laws and regulations.

You acknowledge and agree to abide by the Supplier Code of Conduct located [here](#). You shall ensure that your employees, agents, and subcontractors involved in the performance of the Agreement comply with the provisions outlined in the Supplier Code of Conduct. You further agree to promptly notify Simpro in the event of any violations or deviations from the Supplier Code of Conduct.

8. Liabilities and Indemnification

Partner is solely responsible for liabilities incurred by it in performing and complying with the Agreement.

Partner will indemnify, defend and hold Simpro and its subsidiaries, affiliates, officers and employees (the "Simpro Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable legal fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Simpro Indemnified Parties arising from any of the following: (a) a breach of the Agreement by the Partner, its employees, agents or contractors; (b) the negligence or misconduct of the Partner or its employees, agents or contractors; or (c) a failure by the Partner or its employees, agents, contractors or invitees to comply with any applicable law or regulation.

9. Disclaimers and Limitations

SIMPRO PROVIDES THE PARTNER PROGRAM AND ITS MATERIALS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY FOR EXERCISING INDEPENDENT JUDGMENT IN DETERMINING WHETHER THE PARTNER PROGRAM IS SUFFICIENT OR ADEQUATE FOR YOUR PURPOSES. WE DO NOT REPRESENT, WARRANT OR MAKE ANY CONDITION THAT THE PARTNER PROGRAM WILL BE FREE OF ERRORS, BUGS OR INTERRUPTIONS, OR THAT ANY CONTENT IS ACCURATE, COMPLETE OR OTHERWISE VALID.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIMPRO IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHETHER ARISING IN CONTRACT, TORT, EQUITY, BY OPERATION OF LAW OR OTHERWISE ARISING OUT OF THE AGREEMENT.



10. Termination

Either party may terminate the Agreement at any time with thirty (30) days advance written notice.

Either party may immediately terminate by written notice if the other party: (a) engages in any action that could reasonably be expected to cause harm or damage to the first party's reputation; (b) materially breaches the Agreement; (c) violates intellectual property or confidentiality or privacy obligations under the Agreement; (d) is insolvent or bankrupt or (e) violates regulatory or other legal requirements.

Notice of termination by Partner shall be by email to: general.counsel@simprogroup.com. Notice of termination by Simpro shall be by email to the address Contract Details, as updated by Partner in writing from time to time.

Upon termination, Partner's rights to the benefits of the Partner Program cease, including use of the Simpro Brand Features.

11. Force Majeure

Neither party is liable for any delay or failure to perform its obligation under the Agreement where the delay or failure results from any cause beyond its reasonable control. The affected party will notify the other in writing of such events or circumstances promptly upon their occurrence.

12. Updates to the Agreement

Simpro reserves the right to update the Agreement from time to time. Simpro will notify you of updates to the Agreement via email. Your continued participation in the Partner Program will constitute your acceptance to all changes to the Agreement.

13. Non-Exclusivity

The parties acknowledge and agree that the relationship contemplated by the Agreement is non-exclusive. This means that both parties are free to engage in similar partnerships with other parties, without any obligation or restriction to work exclusively with each other. The non-exclusivity of this partnership reinforces the independent nature of the relationship between the parties. Each party retains the right to enter into separate agreements and collaborations with other partners, without any impact on the terms and obligations outlined in the Agreement. The Partner shall not misrepresent itself as being part of Simpro or affiliated with Simpro in other manner than as a separate entity, nor shall it allow that impression to be implied by clients or other parties associated with the Partner.



14. Assignment

Simpro may assign its rights under the Agreement at any time without giving notice to the Partner. The Partner may not assign its rights under the Agreement without the written consent of Simpro, which will not be unreasonably withheld.

15. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of Queensland, Australia and the parties agree to submit to the exclusive jurisdiction of the courts of that State.

Last revised: September __ 2023



MODULE 1 - REFERRAL PARTNER

1. Promotion and Referral Activities

The Partner agrees to use its commercially reasonable efforts to promote Simpro products to potential referrals.

2. Customer Relations

During and after the term of the Agreement, Simpro shall be the exclusive owner of all referral relations created via the Partner.

3. Referral Procedure.

- (a) Each referral shall be referred to Simpro by the Partner in writing as instructed by Simpro from time to time.
- (b) Upon receiving each referral from the Partner and the referrals' consent to be contacted by Simpro, Simpro shall contact the referral, detailing the steps to be taken towards registration to receive Simpro products.
- (c) Simpro shall be responsible for the sales process to all referrals, subject to the parties' continued good faith cooperation in promoting the sales process to referral.

4. Consents & Privacy

- (d) The Partner warrants to Simpro in relation to each referral provided to Simpro that:
 - (i) The Partner has obtained express consent from each Referrer for Simpro to contact such referral;
 - (ii) The Partner, if requested by Simpro, can provide Simpro with the relevant referrer consents; and
 - (iii) The Partner has complied with all applicable laws, rules, regulations and directives, including but not limited to those relating to email marketing and "spamming".
- (e) If the Partner has not received the relevant consents, Simpro (at its discretion) may not consider such referral provided by the Partner to be a Qualified Referral (as defined below).

5. Referral Fees

- (f) "Qualified Referrals" mean referrals:
 - (i) Referred by the Partner to Simpro;



- (ii) Who have not previously had any dealings with Simpro in relation to its products;
 - (iii) Who are not, at the time referred to Simpro by the Partner, in any contractual relations or ongoing negotiations with Simpro in connection with its products;
 - (iv) Who are not, at the time referred to Simpro by Partner, already registered as a referral from another partner;
 - (v) Who has provided the relevant consents to the Partner as required by Simpro;
 - (vi) Whose contact details, at the time referred to by Simpro by the Partner, are not already known to Simpro;
 - (vii) Who are not rejected by Simpro, in its sole discretion;
 - (viii) Who enter into a binding order for Simpro products within 6 months of (i) above; and
 - (ix) Who have fully paid their initial investment (if any) and the equivalent to six (6) months of ongoing fees.
- (g) Simpro shall collect all fees for its products directly from referrals.
- (h) Simpro will make payment of the referral fees within one (1) calendar month of a referral becoming a Qualified Referral.
- (i) In order for Simpro to effect payment above the Partner must, at Simpro discretion, either: (i) provide Simpro with a valid tax invoice (in the form requested by Simpro) for the referral fees applicable to each Qualified Referral; or (ii) enter into a Recipient Created Tax Invoice agreement (in the form requested by Simpro).
- (j) If Simpro determines that any part of the referral fee is not due and payable to the Partner under this Agreement, Simpro is under no obligation to pay that amount so determined as not due and payable.

6. Associated charges

The Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the referral fees, and the Partner shall indemnify, defend and hold Simpro harmless from and against any claims arising out of or relating to all charges emanating from Simpro's payment of the referral fees.



7. Reports

- (k) Simpro shall provide or make available at the Partner's request a monthly report summarising the Partner's Qualified Referrals.
- (l) Simpro reserves the right not to reveal the names or other personal information about Referrals and Qualified Referrals in the monthly report.

8. Effect of Termination

- (m) Upon termination of this Agreement, for any reason other than in connection with a breach by the Partner, Simpro will pay the Partner any payments earned or accrued by the Partner prior to termination.
- (n) If the Agreement is terminated as a result of a breach by the Partner, then the Partner acknowledges that it will not be entitled to any referral fees or other payments under the Agreement for the period after the date of the breach. To avoid any doubt, this includes any and all referral fees that are subject to payments to be received by Simpro after the date of the breach.



MODULE 2 - SERVICE PROVIDER PARTNER

1. Referral Procedure.

- (o) Each referral shall be referred to Simpro by the Partner in writing as instructed by Simpro from time to time.
- (p) Upon receiving each referral from the Partner and the referrals' consent to be contacted by Simpro, Simpro shall contact the referral, detailing the steps to be taken towards registration to receive Simpro products.
- (q) Simpro shall be responsible for the sales process to all referrals, subject to the parties' continued good faith cooperation in promoting the sales process to referral.

2. Access

If a Simpro customer (a "Customer") grants you access to its build, you agree:

- (r) That your access to the build is dependent on the Customer being your client at the time of access;
- (s) To immediately cease access and usage upon being notified by the Customer or Simpro that access has been withdrawn;
- (t) To maintain the confidentiality of your login details, including password;
- (u) To only perform activities that are expressly authorised by the Customer;
- (v) That Simpro is not liable for any activities that you perform on the Simpro platform;
- (w) To only access the build to perform professional services;
- (x) That Simpro reserves the right to cancel Partner's access at any time if Simpro has concerns around misuse; and
- (y) To the End User License Agreement located [here](#).



MODULE 3 - TECHNOLOGY PARTNER

9. Partner agrees to:

- (a) Devote such resources and undertake such development work (or other work) as necessary to facilitate the integration of Simpro's products and the Partner's products;
- (b) Continue to support and maintain the integration of Simpro's products and the Partner's products to ensure continued efficiency and functionality of the integration; and
- (c) Not to use the integration of Simpro's products and the Partner's products to send unsolicited electronic messages, which are prohibited by law.

10. Simpro agrees to:

- (d) Continue to support and maintain the integration of Simpro's products and the Partner's products to promote continued efficiency and functionality of the Integration; and
- (e) Not to use the integration of Simpro's products and the Partner's products to send unsolicited electronic messages, which are prohibited by law.

11. The parties acknowledge and agree that the API Licence Agreement, as amended from time to time and published [here](#), forms part of the Agreement.