



PARTNERING TERMS OF BUSINESS

1. Introduction

- 1.1. These terms of business ("Contract") set out the legal relationship between Wonde Limited ("Wonde" "us" "we") and any person or business ("Client" "you") who purchases Wonde's products (including but not limited to Google Sync in respect of the provision of G Suite for Education; Single Sign-On and any other Wonde products agreed with Wonde from time to time) ("Product") either for itself or for the benefit of another person (including any education institution).
- 1.2. By purchasing the Product (either by yourself or for the benefit of another) you agree to be bound by the terms of this Contract. Your continued reselling and support of such Product shall be treated as confirmation that you accept the terms and conditions of this Contract.
- 1.3. No other terms or conditions shall prevail over this Contract in respect of the purchased Product unless agreed in writing by Wonde.
- 1.4. In consideration of Wonde's performance of its obligations Client shall comply with the terms of this Contract.
- 1.5. Client acknowledges that Wonde may have a separate licensing arrangement with any end user of the Product(s) ("Licensing Agreements").

2. Wonde's obligations

- 2.1. When you purchase the Product Wonde shall provide you access to such Product subject to any terms and conditions which apply to the use of that Product.
- 2.2. Wonde shall use reasonable care and skill in providing the Product to the Client.

3. Client's obligations

- 3.1. Unless agreed otherwise in writing, Client shall be solely responsible for setting up the Product (excluding the Wonde MIS sync product which Wonde shall be responsible for installing) for any school from time to time.
- 3.2. Client shall purchase Products on a per school basis.
- 3.3. Unless agreed otherwise in writing by Wonde, the Client shall only resell the Product to schools in the United Kingdom.
- 3.4. Client must notify Wonde when Client has received payment from its school client in respect of installation of the Product at that relevant school.
- 3.5. In performing its obligations Client must comply with all applicable laws (including any relating to data protection) and with Wonde's corporate policies maintained at <https://wonde.com/documents> from time to time.
- 3.6. Client shall provide all necessary co-operation and access to all necessary information to enable Wonde to fully exercise its rights under this Contract or Licensing Agreements.
- 3.7. Client shall provide and be responsible for 'first line' support to its school client in respect of the Products.

4. Fees

- 4.1. Client shall be liable to pay Wonde on behalf of the relevant client school or itself for the annual fees for any purchase on a per Product per school basis unless agreed otherwise in writing between the parties.
- 4.2. Wonde shall notify the level of fees to the Client in writing from time to time. Wonde has the right to increase the level of fees at any time and this may be notified on its website or such other way at Wonde's discretion.

- 4.3. Client shall pay the fees (as notified in writing by Wonde to the Client from time to time) to Wonde to an account nominated by Wonde.
- 4.4. The fees shall be paid to Wonde (i) within 60 days of the date of the invoice for the first year's fees; and (ii) for any subsequent annual fees (including if such fees have increased), within 14 days of the date of such subsequent invoice.
- 4.5. Any quotation shall exclude VAT. The Client shall be liable to pay VAT to Wonde.
- 4.6. Unless otherwise agreed in writing, Wonde may be permitted to directly charge any school end user for any additional charges relating to the Product including but not limited to charges relating to texts and other related communications from time to time.

5. IP

- 5.1. Client acknowledges and agrees that Wonde and/or its licensors own all intellectual property rights in the Products. This Contract does not grant Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of any Products, information and/or documentation that Wonde provides Client or any other person.
- 5.2. Each party shall not disclose the other party's confidential information unless (i) lawfully required to; (ii) such information is in the public domain (but not because of a breach of this clause); or (iii) to its professional advisers to the extent they are under similar obligations of confidentiality. Confidential information shall include what a reasonable person deems to be confidential such as commercial and financial information.

6. Limitation of liability

- 6.1. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS CONTRACT.
- 6.2. THE PRODUCTS ARE PROVIDED TO CLIENT AND ANY PERSON ON ITS BEHALF ON AN "AS IS" BASIS.
- 6.3. NOTHING IN THIS CONTRACT EXCLUDES THE LIABILITY OF WONDE FOR (A) FOR DEATH OR PERSONAL INJURY CAUSED BY WONDE'S NEGLIGENCE; OR (B) FOR FRAUD OR FRAUDULENT MISREPRESENTATION.
- 6.4. SUBJECT TO CLAUSE 6.3 (A) WONDE SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS CONTRACT.
- 6.5. WONDE'S TOTAL AGGREGATE LIABILITY IN RESPECT OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS CONTRACT SHALL BE LIMITED TO THE FEES RECEIVED FROM CLIENT BY WONDE FOR THE PRODUCT PROVIDED UNDER THIS CONTRACT.
- 6.6. EACH PARTY AGREES THAT THE LIMITATION OF LIABILITY PROVISIONS ARE FAIR AND REASONABLE CONSIDERING THE CIRCUMSTANCES.

7. Term

- 7.1. The initial term of this Contract shall be 12 months from the point of purchase of the Product ("Initial Term") and shall automatically continue on a 12 month rolling basis until terminated in accordance with this clause 7.
- 7.2. Each party has the right to terminate this Contract with not less than 30 days' notice prior to the expiration of either the Initial Term or any subsequent 12 month rolled period.
- 7.3. Either party may immediately terminate this Contract upon the other party committing a material breach that is irremediable or fails to remedy the breach (if capable of being remedied) within 15 days of having being notified to do so.
- 7.4. Either party may immediately terminate this Contract if the other party suffers some form of insolvency event.

8. Miscellaneous

- 8.1. Nothing in this Contract shall create a legal partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 8.2. Wonde makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party in respect of G Suite for Education or any other services.
- 8.3. Whilst Wonde will use reasonable endeavours to make sure the Products meet its desired performance levels Wonde makes no representation, warranty or commitment about the use of the Products being uninterrupted or error free nor that such Products will be free vulnerabilities (including viruses).
- 8.4. This Contract shall not prevent Wonde from entering into similar arrangements with third parties.
- 8.5. Neither party shall make any derogatory or disparaging statement about the other during the term or after the expiration of this Contract.
- 8.6. Wonde shall have no liability to Client or any other person under this Contract if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Client is notified of such an event and its expected duration.
- 8.7. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
- 8.8. This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.9. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party agrees England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).