

DISTRIBUTION CHANNEL PARTNER AGREEMENT

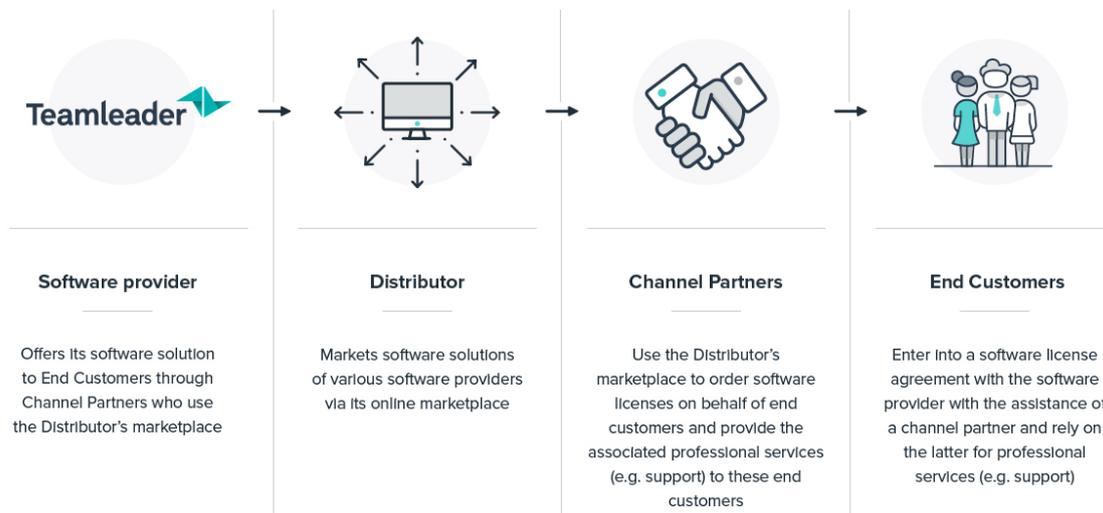


“Through the distribution of its software solution Teamleader wants to serve as many SMEs as possible and help them to work smarter. Teamleader’s main objective is to maintain the quality of its service to end customers. That’s why Teamleader is selective. Teamleader is looking for business partners who actually deliver an added value to the end customer.”

This distribution channel partner agreement (hereafter: the “Agreement”) serves to establish the precise conditions and required quality standards which have to be met by a company in order to be given the opportunity to join and remain part of Teamleader’s network of channel partners.

1. ABOUT SAAS DISTRIBUTION

Software as a Service (SaaS) distribution involves a number of parties/stakeholders. To make it easier to understand this complex sales model, it is visualized in the diagram below:



How it works:

- I. The certified distribution channel partner (hereafter: the “**Channel Partner**”) convinces a prospect to obtain a license on TEAMLEADER’s Solution through its promotional and marketing efforts.
- II. Channel Partner orders a license on the Solution on behalf of the End Customer via the order form on Distributor’s online marketplace & provides TEAMLEADER with the necessary information on the End Customer.
- III. TEAMLEADER accepts Channel Partner’s order (or rejects it due to lack of sufficient information). In case TEAMLEADER accepts the order, it creates an account on the Solution for the End Customer and activates the End Customer’s subscription.
- IV. Channel Partner is responsible for the onboarding, training and support (professional services) towards the End Customer.
- V. Channel Partner invoices the End Customer for the software license and has the possibility to invoice the associated professional services.
- VI. Distributor invoices the Channel Partner for all active subscriptions of End Customers.
- VII. TEAMLEADER invoices the Distributor for all active subscriptions of End Customers. TEAMLEADER makes sure the Solution remains available to the End Customer as long as the Distributor pays the corresponding invoices.

2. ABOUT TEAMLEADER



Company details

Full company name	Teamleader NV
Company form	Limited company
Incorporated under	Belgian law
Registered office	Dok-Noord 3A (box 101) 9000 Ghent/BELGIUM
VAT	BE-0899.623.035

Registered with the Register for legal entities of Ghent, division Ghent

Throughout this Agreement we will refer to ourselves as “TEAMLEADER”, “We” and “Us”.

TEAMLEADER has developed and is the owner of an online software solution which facilitates online management and cooperation, and consists among other things of a CRM system, agenda, quotation management, API, project planning module, invoicing module, ticketing and Voice-over-IP.

We will be referring to our online software solution as the “Solution”.

3. BECOMING A CERTIFIED CHANNEL PARTNER

If you wish to join TEAMLEADER’s network of Channel Partners you must first demonstrate that you represent **added value** for the End Customer. To that end, TEAMLEADER has set up a certification program.

Candidates can apply via this [page](#). If TEAMLEADER believes there’s a fit, it will provide the candidate with login details for its [partner portal](#). On this portal, the candidate will then have to complete a number of **mandatory training courses**. Anyone who successfully completes this certification procedure will be granted the right to act as a certified Channel Partner.

TEAMLEADER provides each certified Channel Partner with a **unique partner ID** allowing them to order licenses on the Solution on behalf of End Customers via a Distributor’s online marketplace.

4. ABOUT THE COMMERCIAL RELATIONSHIP

Through this Agreement, TEAMLEADER and Channel Partner formalize the terms and conditions of their commercial relationship.

Hereafter, TEAMLEADER and Channel Partner may individually be referred to as a “Party” and jointly as the “Parties”.

This Agreement contains the entire Agreement and understanding between the Parties and completely supersedes and replaces any and all prior or contemporaneous proposals, communications, statements, agreements, understandings and representations between the Parties, whether written or oral, concerning the subject matter hereof. Any amendment to this Agreement, as well as any additions or omissions, can only be agreed in writing with the mutual consent of the Parties and shall be attached to this Agreement. The Channel Partner expressly rejects the applicability of its own terms and conditions.

The Agreement cannot be construed as (i) an appointment of the Channel Partner as agent, broker or representative of TEAMLEADER or (ii) granting the Channel Partner or anyone acting on the Channel Partner’s behalf any authority, explicitly or implied, to negotiate, conclude, engage in or undertake any obligations or agreements in any form whatsoever on behalf of TEAMLEADER. The relationship between TEAMLEADER and the Channel Partner is that of independent contractors only, and is NOT employer – employee, partner, principal – agent or joint venture.

5. OBLIGATIONS OF THE CHANNEL PARTNER

5.1 General obligations

In any case, the Channel Partner must:

- comply with reasonable guidance from TEAMLEADER;
- comply with all laws and regulations;
- at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices whatsoever with respect to the services (including but not limited to the marketing and support services) it offers in the scope of this Agreement;
- conduct its operations in such a manner that the name and reputation of TEAMLEADER and/or its Solution shall not suffer thereby;
- promptly notify TEAMLEADER of any breach of the Channel Partner's obligations under the Agreement or any matter which may impact on the Channel Partner's ability to perform its obligations under the Agreement.

5.2 Marketing and promoting the Solution

As a Channel Partner has the right to market and promote the Solution to End Customers. **This right is limited, non-exclusive, non-transferable and revocable.**

- Limited:

Channel Partner may only market and promote the Solution within the agreed territory and towards the relevant target audience as clearly indicated in TEAMLEADER's marketing materials.

- Non-exclusive:

TEAMLEADER remains free to market, promote and license the Solution directly to End Customers itself. Channel Partner does not obtain any exclusivity towards any particular customer or within any particular geographic area.

- Non-transferable:

Channel Partner is not allowed to assign or sub-contract its engagements and obligations under this Agreement to a third party.

- Revocable:

TEAMLEADER retains the right to revoke the Channel Partner's authorization to market and promote the Solution both for convenience and for cause, as stipulated in article 7 of the present Agreement.

Channel Partner shall **exert its best efforts and resources to detect prospects among its customer network** for the purpose of marketing and promoting the Solution and the related professional services (see article 5.4). The Channel Partner shall represent the Solution fairly and avoid misleading unethical business practices.

The Channel Partner is **required to make use of all marketing, promotional and informative materials** as provided by TEAMLEADER. The Channel Partner shall undertake all reasonable efforts to avoid conflicts with the marketing policy of TEAMLEADER and other Channel Partners. The Channel Partner will identify in good faith other appropriate opportunities for marketing and promotion of the Solution, to be mutually agreed by the Parties, and will conduct the agreed marketing activities.

The Channel Partner expressly agrees not to use the name TEAMLEADER in any paid advertising, promotion or marketing via Google Ads, Bing Ads, LinkedIn, Facebook or any similar search engine (including, but not limited to bidding on the keyword 'Teamleader'), without TEAMLEADER's prior written consent. TEAMLEADER may, at its discretion, determine when such practice is contrary to the image and goodwill of TEAMLEADER and its Solution and, consequently, prohibit such marketing activities. In addition, the Channel Partner agrees that any other planned marketing communication using the TEAMLEADER name and/or logo will first be submitted to TEAMLEADER and may not be published without TEAMLEADER's prior written consent, which shall not be unreasonably withheld. The Channel Partner shall not falsely create the impression in its marketing communications that it is a TEAMLEADER entity.

The Channel Partner will always clearly communicate towards prospects and End Customers that the Solution is a product developed by TEAMLEADER. In addition, the Channel Partner is expressly prohibited to remove or in any way adjust any TEAMLEADER Company Marks on the Solution (*see art. 12 for definition of 'Company Marks'*).

TEAMLEADER will not actively contact prospects of a Channel Partner directly without the prior approval of the latter. However, if a prospect of a Channel Partner contacts TEAMLEADER directly, then TEAMLEADER has no obligation to inform the Channel Partner thereof nor to refer the prospect back to the Channel Partner concerned.

5.3 Ordering licenses on the Solution on behalf of End Customers

TEAMLEADER agrees that Channel Partner shall be entitled to order licenses on the Solution directly from TEAMLEADER pursuant to the terms of this Agreement. Channel Partner shall only order licenses on the Solution on behalf of End Customers by filling out the order form provided on Distributor's marketplace.

Channel Partner acknowledges that the account on the Solution will only be made available to the End Customer upon acceptance of Channel Partner's order by TEAMLEADER (which TEAMLEADER shall not unreasonably withhold).

The Channel Partner undertakes to order licenses on the Solution on behalf of End Customers only for a term of either a month or a year. Under no circumstances will Channel Partner deviate from these fixed license terms, unless otherwise agreed in writing with TEAMLEADER.

Channel Partner understands and agrees that its full, reasonable cooperation is required in order for TEAMLEADER to properly, efficiently and effectively make the Solution available to End Customer. Channel Partner agrees to comply with all of TEAMLEADER's reasonable requests made in connection with the provision of the Solution to End Customer hereunder. Channel Partner understands and agrees that its failure or End Customer's failure to so cooperate with TEAMLEADER could result in TEAMLEADER's inability to properly, efficiently and effectively make the Solution available to the End Customer. TEAMLEADER shall have no liability whatsoever for any delays, deficiencies or failures that occur when making the Solution available to the End Customer as a result of Channel Partner's failure to so cooperate.

The Solution, which is offered to End Customers by Channel Partners, will be licensed by TEAMLEADER and not by the Channel Partner. TEAMLEADER will present End Customers who have ordered a license on the Solution with appropriate license terms governing their use of the Solution. Channel Partner must inform its prospects that to be able to use the account(s), the latter must first accept TEAMLEADER's End User License Agreement.

5.4 Providing professional services to End Customers

In terms of professional services, the Channel Partner is responsible for:

- Onboarding and training of End Customers
- First-line support towards End Customers

The Channel Partner is the End Customer's central point of contact. The Channel Partner should make all necessary efforts to be available to the End Customer during regular business hours and to respond to any questions as soon as reasonably possible.

The Channel Partner shall employ and maintain at all times the necessary personnel with specialized knowledge and technical training regarding the Solution required to reasonably and efficiently respond to questions of End Customers and to demonstrate the Solution to End Customers.

Under no circumstances may the Channel Partner pass on End Customers' support questions to TEAMLEADER without making any effort to answer such questions itself, nor simply refer the End Customer to TEAMLEADER's human support desk. TEAMLEADER does, however, give all End Customers access to its [Knowledge Base](#), which addresses multiple frequently asked questions of End Customers.

5.5 Invoicing and payment

Channel Partner shall have full discretion to set its own prices for the licensing of the Solution to End Customers. Channel Partner will take into account TEAMLEADER's Recommended Licensing Prices.

Channel Partner shall be responsible for (i) invoicing and collecting payment from its End Customers, and (ii) paying the agreed license fee to the Distributor.

The Channel Partner shall invoice the End Customer and pay the corresponding license fee to the Distributor as follows:

- Monthly subscriptions: monthly invoice to the End Customer and monthly payment to Distributor;
- Yearly subscriptions: yearly invoice to the End Customer and yearly upfront payment to Distributor.

6. OBLIGATIONS OF TEAMLEADER

6.1 Organizing training sessions for Channel Partners

Before and during the execution of the Agreement, TEAMLEADER will organize training sessions in order to inform the Channel Partner about the current state of the Solution as well as the Solution specific possibilities and limitations.

TEAMLEADER shall provide the Channel Partner with the necessary information, instructions and documentation regarding the Solution in order to ensure that Channel Partner has a clear understanding of the functioning of the Solution.

The dates and locations of training sessions are freely determined by TEAMLEADER. These trainings are mandatory, unless stated otherwise. The absence of the Channel Partner from a mandatory training can only be accepted if TEAMLEADER is informed of this in writing and in good time, stating the reason for the absence.

6.2 Provisioning user accounts and activating subscriptions for End Customers upon request of the Channel Partner

No order shall be binding on TEAMLEADER unless accepted by TEAMLEADER. In the event of TEAMLEADER rejecting the order, TEAMLEADER shall indicate the reasons for rejection and, where appropriate, Channel Partner shall no longer promote the Solution to such prospect. If TEAMLEADER accepts the order, TEAMLEADER shall activate the End Customer's account.

Time is of the essence with respect to TEAMLEADER's performance under any order. The Solution shall be made available to the End Customer within a commercially reasonable period of time after an order is placed by the Channel Partner.

6.3 Providing second line support to Channel Partners

TEAMLEADER is responsible for providing second line support to Channel Partner as reasonably requested. However, TEAMLEADER shall have no obligation to provide (first-line) support to End Customers associated with Channel Partner. TEAMLEADER retains the right to redirect End Customers to the relevant Channel Partner.

6.4 Ensuring the availability of the Solution as much as possible

TEAMLEADER offers no guarantees regarding uptime of the Solution. The Solution is offered as available. In the event of problems with the availability of its Solution, TEAMLEADER undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, TEAMLEADER shall be free to determine on what is to be considered an adequate solution in this respect.

TEAMLEADER wishes to keep the quality of the Solution high by performing maintenance activities and implementing updates on a regular basis. TEAMLEADER may suspend or limit access to the Solution for the duration of any scheduled or unscheduled downtime or unavailability of any portion or all of the Solution for any reason, including as a result of power outages, system failures, maintenance, upgrades or other interruptions. TEAMLEADER undertakes to minimize the impact of such maintenance activities and updates on the availability of the Solution but does not exclude any downtime in this respect. In any case TEAMLEADER undertakes its best effort to inform the Channel Partner thereof in due time, unless this is impossible or not useful.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1 Duration

The Agreement shall be effective as soon the Channel Partner expressly agrees to the terms in this document via electronic means.

The Agreement is of indefinite duration and shall remain in effect as long as it is not terminated in accordance with the conditions set out below.

7.2 Termination for convenience

Each Party has the right to terminate the Agreement **for convenience** at any time and without compensation upon the provision of prior written notice of:

- Fourteen (14) calendar days, in the event the Agreement is terminated within the first three (3) months following the effective date;
- One (1) month, in the event the Agreement is terminated during months four (4) to twelve (12) following the effective date;
- Three (3) months, in the event the Agreement is terminated during months thirteen (13) to thirty-six (36) following the effective date;
- Six (6) months, in the event the Agreement is terminated as of month thirty-seven (37) following the effective date.

The notice period starts to run on the first day of the month following the date of delivery of the notice. The parties may agree on a different notice period by mutual agreement.

7.3 Termination for cause

Notwithstanding any provisions to the contrary in this Agreement, both Parties are entitled to terminate this Agreement **for cause** at any time and without legal intervention in the following cases:

- (i) **A Party materially breaches any of the provisions of this Agreement or commits gross negligence or willful misconduct.**

The defaulting party must first be reminded in writing and given the opportunity to rectify the situation and, if possible, to prevent such a breach or breaches from occurring in the future. If the defaulting Party fails to comply with such a request within thirty (30) days following the receipt of such a written warning, the Agreement may be terminated, without prejudice of the other Party to claim from the defaulting Party an additional compensation as a result of this contractual breach.

Parties agree that the following actions are deemed to be a material breach by the Channel Partner:

- Channel Partner is guilty of non-payment or late payment to the Distributor of invoices for use of the Solution by End Customers.
- The Channel Partner has committed an act involving dishonesty, disloyalty or fraud with respect to TEAMLEADER;
- The Channel Partner shows insufficient commitment to introduce new End Customers and/or to respond to support questions of End Customers;
- The Channel Partner mainly delivers End Customers whose lifetime value is very low and/or who are not part of the intended target audience of TEAMLEADER;
- The Channel Partner has engaged in conduct and/or is convicted for acts by which the confidence of TEAMLEADER may be violated;

Where possible, TEAMLEADER will first inform the Channel Partner in writing of its intention to terminate the cooperation and the reason for doing so. The Channel Partner can be given the opportunity to change its conduct, improve its efforts or to remedy the infringement within a reasonable period following such notice.

(ii) Exceptional circumstances make it impossible to continue any professional cooperation between Parties.

Parties agree that the following circumstances should be considered as *'exceptional circumstances'*:

- A substantial change in market conditions;
- The Channel Partner has become insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors;
- A security incident or other disaster with the Channel Partner has impacted the Solution or the security of End Customer data;
- There is a material change in the Channel Partner's management, business, assets or shareholdings or the Channel Partner is confronted with a change of control, as defined in Article 5 of Belgian Company Code;
- Force majeure or hardship which continues for an uninterrupted period of more than three (3) months following the moment on which the Party, which is confronted with this force majeure, notifies the other Party thereof (such as but not limited to: abnormal and unforeseeable circumstances, fire, flood, strikes, labor disputes or other industrial disturbances, (declared or undeclared) war, embargoes, threat and acts of terrorism, legal restrictions, riots, insurrections, governmental regulations and novelty of the Solution or Website or other unanticipated Solution and/or Website development problems.

7.4 Consequences of termination

Upon termination of this Agreement (for whatsoever reason) and unless expressly agreed otherwise in writing between Parties:

- The rights granted to Channel Partner under this Agreement shall terminate;
- Channel Partner shall immediately cease all marketing and distribution of TEAMLEADER's Services, and shall in no way whatsoever pretend to be TEAMLEADER's Channel Partner.
- Each Party (as receiving Party) shall immediately return to the other Party (as disclosing Party) all Confidential Information (of the disclosing Party) it has in its possession or under its control or certify in writing to the disclosing Party that all such Confidential Information has been destroyed;
- Where applicable, Channel Partner shall immediately return to TEAMLEADER any marketing and promotional materials and/or documentation supplied by TEAMLEADER which are in Channel Partner's possession or under its control;
- Channel Partner shall immediately cease all display, advertising and use of TEAMLEADER's company marks and, thereafter shall not use, advertise or display any trademark, trade name, logo or designation or any part thereof which is similar to or likely to cause confusion with TEAMLEADER's Company Marks.

The Channel Partner expressly acknowledges that, upon termination of the Agreement for any reason whatsoever, TEAMLEADER is entitled to either continue to execute the active subscriptions of the End Customers associated with the Channel Partner concerned itself or to assign them to another Channel Partner in its network.

Neither Party will be entitled to, and hereby waives its rights under any applicable laws for, any compensation or damages of any nature as a result of suspension, limitation or the termination of this Agreement pursuant to this section. The Channel Partner accepts that the margin it earns when licensing the Solution to the End Customer constitutes the only and full payment for the marketing and sales efforts made under this Agreement.

Any financial obligation or liability of either Party incurred up to the point of the effective termination, including the Channel Partner's obligation to pay all invoices related to the licenses ordered via Distributor's marketplace, shall continue in effect until paid or settled.

Articles 9, 10, 11, 12 and 13 shall survive and continue in full force and effect in accordance with their terms, notwithstanding the termination of this Agreement for whatsoever reason.

8. CHANGES TO THE SOLUTION

TEAMLEADER may introduce new functionalities and/or alter existing functionalities without prior notice to the Channel Partner and End Customers, including revising the user interface, features, and general functionality of the Solution as part of improvements or other necessary changes to the Solution.

TEAMLEADER will have the right, in its sole discretion, to discontinue some or all of the functionalities upon notification to Channel Partner of any such discontinuation.

9. LIABILITY & INDEMNIFICATION

Except as expressly provided in this Agreement, TEAMLEADER makes no warranty to the Channel Partner, the End Customers or any other party, and hereby expressly disclaims all warranties, whether express or implied, with respect to the Solution, including but not limited to warranties of merchantability, of quality, of fitness for a particular purpose, of absence of hidden defects, and any warranty that may arise from course of performance, by reason of usage or trade or course of dealing. In no event does TEAMLEADER warrant that the Solution will operate without interruption, or will be free of defects, or not vulnerable to intrusion or attack.

The Channel Partner shall be responsible for any warranty it extends either directly or indirectly, expressly or by operation of law, beyond the warranty expressly granted in this section.

TEAMLEADER is in no way liable for any indirect damages. Indirect damages are any kind of consequential damages, lost profits, financial or commercial losses, increasing the overall costs, increased personnel costs, damages for loss of clients and/or potential. This list is only indicative and certainly not exhaustive.

The Channel Partner shall be liable for any damage suffered by TEAMLEADER, its personnel and/or third parties and which is caused by the Channel Partner, without prejudice to any other rights and remedies of TEAMLEADER.

Channel Partner shall indemnify and/or hold harmless TEAMLEADER, its officers, directors, employees and agents from and against all claims of whatever nature that might arise from the existence, implementation and/or termination of this Agreement and which have been caused by its own negligence, fault or carelessness or by any of its affiliates and/or staff.

TEAMLEADER's liability shall be limited to the amount of the payment of the insurance policies entered into by TEAMLEADER and in any case be limited to the liability mandatory under Belgian law.

10. CONFIDENTIALITY

Each Party shall protect against any uncertified disclosure of the information and data of the other Party (or its agents or subcontractors) which is indicated to be confidential or proprietary or which by its nature is confidential or proprietary ("**Confidential Information**") by using all necessary measures and at least the same degree of care as it takes to preserve and protect its own Confidential Information.

The receiving Party agrees that disclosure and receipt of the Confidential Information shall oblige the receiving Party not to use (and to procure that its employees, agents, representatives and any other third parties do not use) the Confidential Information except to perform its obligations hereunder. Each Party shall promptly advise the other Party in writing of any misappropriation or misuse of Confidential Information of the other Party of which the notifying Party becomes aware.

A receiving Party shall not be required to treat as confidential any information which:

- can be proven to the reasonable satisfaction of the disclosing Party to be already in its possession;
- becomes publicly available other than as a result of any breach of this Agreement by the receiving Party;
- can be proven to the reasonable satisfaction of the disclosing Party to be independently developed by the receiving Party;
- which is lawfully obtained from any third party without restriction on disclosure.

Except as expressly provided elsewhere in this Agreement, Parties agree that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement can be made in any form without the prior written consent of the other Party.

Either Party may disclose any Confidential Information: (i) as required by any court or other governmental body solely to such body under a protective order; (ii) in confidence to legal, financial and accounting advisors and affiliates of the Parties; and (iii) in confidence, in connection with the enforcement of this Agreement.

11. DATA PROTECTION

Parties hereby state that they are in compliance with the obligations and responsibilities arising from the applicable data protection legislation, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the GDPR) and the Belgian laws regarding the implementation of this Regulation (collectively the “**Data Protection Legislation**”).

Both Parties will be deemed to be ‘*Data Controllers*’ and will be exclusively responsible and liable for compliance with the applicable legal obligations arising from the processing activities required for the performance of the services forming the subject matter of this Agreement and from any other complementary activities.

Notwithstanding the above, in particular both Parties undertake to:

- Observe basic data protection principles and appropriately inform the data subjects, where applicable, of any processing of their personal data.
- As the case may be, obtain the consent of the data subjects where required by the personal data processing categories concerned.
- Adopt appropriate technical and organizational measures to ensure a level of security appropriate to the risk relating to the processing activities.
- Implement the appropriate measures to comply, in due time and form, with the data subjects' requests to exercise their rights. Also, if one of the parties receives a request from a data subject to exercise a right of rectification or erasure of data, it will notify the other party immediately.

Parties will hold each other harmless in case of any non-compliance by either of them in relation to personal data protection.

The provisions of this clause are established without prejudice to the possibility that either Party may engage a third party, as the data processor, to perform any of the services constituting the aforementioned processing activities or any other complementary processing.

The terms “personal data”, “processing”, “data controller”, “data subject” and “data processor” shall have the meaning given to them in the Data Protection Legislation.

12. INTELLECTUAL PROPERTY

“Intellectual Property Rights” any and all now known or hereafter existing (i) rights associated with works of authorship, including copyrights, copyrightable or mask work rights, neighboring rights and moral rights; (ii) trademark or service mark rights; (iii) trade secret rights; (iv) patents, patent rights, rights to know-how and trade secrets, and industrial property rights; (v) layout design rights, design rights, topographic right (vi) Internet domain names, (vii) rights to software and computer software programs (including but not limited to source code and object code), rights to data, database sui generis right and documentation thereof; and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; whether registered or not and (viii) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world;

“Company Marks” all present and future Company’s trademarks, service marks, logos (including the logo provided by TEAMLEADER to Channel Partner which allows the latter to indicate it is a Channel Partner for TEAMLEADER), and trade names, whether registered or not and all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

TEAMLEADER exclusively owns and retains all right, title, interest in and to, and ownership of all Intellectual Property Rights in or pertaining to its Solution and the underlying software, its website and all the documentation and materials pertaining or relating thereto (including any copies and portions thereof), whether in machine readable or printed form. This includes software in both source and object code form and the software programs and any associated user interfaces and related technology that TEAMLEADER makes available through its Solution, including without limitation all modules, applications, routines and subroutines thereof and all source and other preparatory materials relating thereto, including but not limited to user requirements, functional specifications and programming specifications, ideas, principles, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any relevant manuals or other documentation and computer generated works and any other written, pictorial or graphic materials. In addition, TEAMLEADER retains all right, title, interest in and to, and ownership of (i) all modifications to, and derivative works, compilations or collective works of, Company’s Services and documentation, and (ii) all related technical know-how and all rights (including Intellectual Property Rights) therein.

The Channel Partner shall not incorporate into, combine with, or distribute in conjunction with TEAMLEADER’s Solution any product, software or other appliance that is licensed pursuant to free or open source license terms in such a manner that would or may render the underlying software (in whole or in part) free software or open source software or would otherwise restrict TEAMLEADER’s free use and/or commercialization of TEAMLEADER’s Solution and the underlying software.

Channel Partner shall not itself, nor permit any third parties to, directly or indirectly: (i) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of the Solution, (ii) create derivative works of the Solution without the prior written consent of a certified representative of TEAMLEADER or (iii) access or use the Solution for any purpose other than the purposes identified in this Agreement.

TEAMLEADER shall have and retain sole ownership of its Company Marks, including the goodwill pertaining thereto. For this purpose only and during the term of this Agreement, Channel Partner is granted a personal, limited, non-exclusive, non-transferable, non-assignable license to use the TEAMLEADER's Company Marks for the purpose of commercializing the Solution in the manner set forth in the (style) guidelines provided by TEAMLEADER from time to time and subject to and consistent with the terms and conditions of this Agreement. All use of TEAMLEADER's Company Marks by Channel Partner inures to the sole benefit of TEAMLEADER.

13. REFERENCES

TEAMLEADER may refer to or identify Channel Partner in any advertising or publicity releases or promotional or marketing correspondence to third parties, without prior written consent of the Channel Partner. For this specific purpose and for the duration of this Agreement, Channel Partner grants TEAMLEADER a personal, limited, non-exclusive, non-transferable, non-assignable license to use the logo and/or trademark of Channel Partner.

14. MISCELLANEOUS

Terms of Service. By entering into this Agreement, Channel Partner agrees that TEAMLEADER's Terms of Service shall also apply to the relation between Parties. To the extent possible, the Terms of Service shall complement the present Agreement. In case of contradiction between the Terms of Service and this Agreement, the provisions of this Agreement shall prevail.

Assignment. Channel Partner may not assign this Agreement or any rights or obligations hereunder, by either operation of law or otherwise, without the prior written consent of TEAMLEADER, which shall not be unreasonably withheld.

Severability. Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions. If Parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

Headings. The headings of this Agreement are for convenience only and shall not in any way limit or affect the meaning or interpretation of any terms hereof.

Waiver. The (repeated) non-enforcement of any right by TEAMLEADER can only be regarded as tolerance with regard to a specific condition, and shall not waive the right of TEAMLEADER to invoke this at a later time.

Language. This Agreement can be consulted in Dutch, English, French, Italian, Spanish and German. In case of a discrepancy between the different versions, the Dutch version prevails.

15. APPLICABLE LAW AND COMPETENT COURT

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the Belgian law, without giving effect to any other choice of law or conflict-of-law rules or provisions (Belgian, foreign or international) that would cause the laws of any other jurisdiction than Belgium to be applicable.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the Ghent Courts. Parties are, however, committed to resolve disputes as much as possible in mutual consent.