



General Terms and Conditions

MSP Reseller Program

GENERAL TERMS AND CONDITIONS OF SALE AS A RESELLER ON BEHALF OF TBM BUSINESS SERVICES LIMITED T/A CLOUDSPARK CONSULTING

1. GENERAL PRINCIPLES

1.1. These terms and conditions of sale apply to products sold and/or services provided by TBM BUSINESS SERVICES LIMITED TRADING AS CLOUDSPARK CONSULTING (hereafter referred to as CLOUDSPARK IT).

1.2. These terms and conditions of sale govern every commercial proposal delivered by CLOUDSPARK IT to customers, and the Customer accepts these general terms and conditions of sale.

1.3. CLOUDSPARK IT's general terms and conditions of sale shall prevail over any clause to the contrary which CLOUDSPARK IT has not expressly accepted.

1.4. The fact that CLOUDSPARK IT, at any given moment, does not rely upon or enforce any particular provision in the general terms and conditions of sale shall not be considered as a waiver of any of the said terms and conditions in the future.

1.5. No customer of CLOUDSPARK IT shall display or make use of any trademark, logo, document, project, research or any other intellectual property belonging to CLOUDSPARK IT without the express written and prior authorisation of CLOUDSPARK IT for the sole purpose of promoting the resale of the Products.

2. PRICES

2.1. Prices are as outlined in official CLOUDSPARK IT quotes addressed to the purchasing Customer. Invoicing occurs according to the prevailing rate on the day the products are dispatched. Unless explicitly stated otherwise, all prices are quoted in GBP, EURO or USD, exclusive of VAT and any other tax and/or royalty and do not include any other cost.

2.2. Prices stated in any publication of CLOUDSPARK IT are subject to change without notice and do not constitute either a final price proposal or a specific offer of sale. Such documents only constitute a general source of information and prices stated on those documents must be confirmed through a specific sale proposal.

2.3. Where applicable, CLOUDSPARK IT has the right to charge for over usage on behalf of a third-party supplier and the Customer agrees to pay in accordance with this clause.

3. SALE PROPOSAL –ORDER

3.1. All sale proposals must be confirmed in writing (mail, fax, e-mail) by CLOUDSPARK IT to the Customer, who has thirty (30) days to accept it in writing before it becomes void, except if stated otherwise on the sales proposal. CLOUDSPARK IT will only be bound by any sale proposal after the Customer accepts the sale proposal, which then becomes an order.

3.2. Orders addressed to CLOUDSPARK IT are only final after they have been accepted by CLOUDSPARK IT. Acceptance may result from shipping and invoicing of the ordered products and/or services.

3.3. Any order change or cancellation requested by the Customer can only be taken into account if (i) it was received by CLOUDSPARK IT at least ten (10) working days before shipping the products and (ii) if it was accepted by CLOUDSPARK IT's supplier. After that time, no change can be made. Any order change will have to be confirmed in writing and will only be final after prior approval from CLOUDSPARK IT.

3.4. Every order accepted by CLOUDSPARK IT and cancelled by the Customer will entail the payment of cancellation fees, including already incurred costs and commitments made by CLOUDSPARK IT.

3.5 The Customer agrees to accept any and all Special Terms included above, as they are specifically required by the overall supplier of the Product.

4. PAYMENT CONDITIONS

4.1. Invoices are payable, in full amount, within ten (10) days after the date of invoice, except if stated otherwise on the invoice. In default of payment by the due date, the Customer shall forfeit its right to price reductions, discounts, and rebates provided for under CLOUDSPARK IT's tariffs.

4.2. Payments will be made by Credit/Debit Card or Direct Debit.

4.3. Payments will be made in the currency stated on the invoice, with no reductions applied due to taxes, charges or any fees of a similar kind.

4.4. All invoicing errors must be reported in writing by the Customer within seven (7) days after the date of invoice, in default of which no credit shall be granted.

4.5. Interest shall be charged if the payment is not made by the due date. Any amounts remaining unpaid at the due date shall produce interest at a rate of 1% per month. CLOUDSPARK IT shall not be bound to give formal notice to the Customer.

4.6. Any payment made after the payment date appearing on the invoice may lead to:

-the application of late payment fees, calculated by applying to the entire sum unpaid plus interest mentioned in 4.5;

-and/or invoicing to the Customer the costs of follow-up, formal notice, collection, and more generally of all costs of any kind whatsoever related to the recovery of the sums due to CLOUDSPARK IT;

-and/or in the event of default the immediate payment of all sums due to CLOUDSPARK IT even if not outstanding. In the event of recovery by bailiff or judicial process, the Customer indemnifies CLOUDSPARK IT against all sums due and payable.

4.7. In the event of the Customer being liable for several payments to CLOUDSPARK IT, it is agreed that the payments shall be allocated to the earliest debts.

4.8. CLOUDSPARK IT reserves the right to decide, with respect to each of its Customers, the maximum sum of supplier's credit outstanding, in accordance in particular with financial information communicated to it.

4.9. In the event of a deterioration in the Customer's credit rating or in default of sufficient financial information, CLOUDSPARK IT reserves the right, to require of the former whatever guarantees it judges to be useful for the satisfactory performance of undertakings made. A refusal to give satisfaction in that regard shall give CLOUDSPARK IT the right to require payment before dispatch of the goods and/or to cancel all or part of the order and thus to put a stop to any delivery.

4.10. CLOUDSPARK IT reserves the right to request advance payment before dispatch of the Products with respect to any order made by a Customer who does not have an account with CLOUDSPARK IT.

4.11. CLOUDSPARK IT reserves the right to carry out credit profiling activities working with its partner CreditSafe Business Solutions LTD in order for CLOUDSPARK IT to be satisfied that each Customer meets its minimum requirements when reselling products on behalf of CLOUDSPARK IT.

5. FORCE MAJEURE

CLOUDSPARK IT reserves the right to suspend or cancel the sale, either in whole or in part, in the event of force majeure event. The following are defined as examples of force majeure, although the list is not exclusive: measures taken by the civil or military authorities, fires, floods, epidemics, quarantine restrictions, wars, embargos, riots, strikes, transport delays, or any other circumstances which make it impossible for CLOUDSPARK IT, as a result of causes beyond its reasonable control, to obtain the necessary resources in staffing, materials or means of production from its normal suppliers. In the event of such a delay, the delivery of the Product shall be extended so as to allow a reasonable period for the delay.

6 TAXES AND OTHER LEVIES

The Customer shall pay for or reimburse CLOUDSPARK IT for all taxes, as well as all other particular levies imposed by regulatory requirements, including in particular VAT on services rendered and/or on the purchase concerned.

7. WARRANTIES AND LIMITATIONS OF LIABILITY.

7.1 The Customer agrees that under these terms & conditions CLOUDSPARK IT is only acting as a distributor for all products sold including maintenance services agreements related to products. It is understood that those agreements are signed between the Customer (or end user) and the overall supplier generally using an electronic code that the said Customer/end user receives directly from the overall supplier or from CLOUDSPARK IT on behalf of the overall supplier. As a consequence CLOUDSPARK IT cannot be considered responsible for any default related to those products sold including maintenance services and the Customer accepts this. In case of any dispute about the products or maintenance services the Customer agrees that he can only claim towards the overall supplier, according to the agreement signed with the overall supplier. CLOUDSPARK IT not being part of such agreement is not involved with such claim and all Customer obligations towards CLOUDSPARK IT remain.

7.2 The Customer agrees to comply with the applicable EULA and ensure that all end users of the product agree to strictly comply with the applicable EULA. The Customer accepts that CLOUDSPARK IT is acting as distributor and has no liability to the Customer or end user.

8.EXPORT CONTROLS

8.1. Due to the advanced nature of the technology applied, certain CLOUDSPARK IT products require an export license.

8.2. If the Customer exports products from its country which require an export license, it must comply with all necessary controls, including: (a) all US reexport controls under the jurisdiction of the Department of Commerce, Washington D.C., USA and (b) all export controls by the Customer's own country.

9. APPLICABLE LAW AND JURISDICTION

These terms are governed by the laws of England and the parties agree to the exclusive jurisdiction of the English courts.