

# Partner Agreement



# Partners

www.questiontools.biz



## Parties to the agreement

- 1 **Abas UK Limited**, Beech House, 48 Eastfield Road, Barton, North Lincolnshire, DN18 6AW, England, UK.
- 2 The organization attaching this document to an email indicating acceptance of these terms. Referred to as **the partner** in this agreement.

## Background

- 1 "Question Tools" is a suite of software tools. All rights to Question Tools are owned by the developer, Dr Paul Andrew Booth.
- 2 Abas UK Limited has the right to distribute Question Tools, and make agreements with respect to resale and distribution. Dr Booth is the Managing Director of Abas UK Limited.

## Main Points

- 1 The partner can buy any Question Tools product and/or services from Abas UK Limited and resell it to an individual or organization.
- 2 The partner will pay 70% of the product price advertised on the Question Tools website. Currency conversions will be calculated using the rates shown at <http://www.x-rates.com/> on the day serial number was supplied.
- 3 Payment from the partner to Abas UK Limited for Question Tools licences will be made within 7 days of the serial number being available to the partner. If payment is not made in this period Abas UK Limited may apply interest to the overdue amount at a rate of 1% for every 7 days overdue. Abas UK Limited may also suspend supplies.
- 4 This agreement cannot be transferred or assigned by the partner. For example, the partner cannot transfer the rights granted here to another party/company/organization.
- 5 The partner is not an agent of Abas UK Limited, and may not enter into agreements on behalf of Abas UK Limited.
- 6 This agreement shall be governed by the laws of England and Wales.
- 7 This agreement is not exclusive.

- 8 This agreement does not replace the software licence which all users, including the partner, must accept before installation can take place. All of the terms of the licence, including limitation of liability, apply.
- 9 Abas UK Limited may vary the terms of this agreement by giving 120 days notice. If the partner does not wish to accept these terms the partner can terminate the contract by giving 90 days notice.

## Joint obligations

Some of the information the parties to this agreement will exchange may be confidential. All parties agree keep such information private.

All parties agree that they have revealed any criminal convictions and/or ongoing investigations into either their company and/or any of its Directors and/or both.

## Abas UK Limited

- 1 Abas UK Limited confirms that the software is original. As far as Abas UK Limited is aware, no aspect of any of the Question Tools products infringe the copyrights, moral rights or known patents of any individual, company or other organization.
- 2 Abas UK Limited has made every reasonable effort to ensure the quality of the Question Tools software. Known bugs or problems are listed on the Question Tools web site (<http://www.questiontools.com/>). However, given the wide variation of computers, operating systems, installed drivers and settings users can employ, Abas UK Limited provides no warranties. Question Tools products are freely available for download and trial so that users and partners can make their decisions based entirely on their own judgement and at their own risk.
- 3 Except in exceptional circumstances (judged/determined entirely by Abas UK Limited), Abas UK Limited will not accept telephone calls from the partner's customers, or make calls to the same, nor answer emails on behalf of the partner. Abas UK Limited will provide support to the partner limited to new or unique issues.



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### The partner

- 1 The partner will provide adequate technical support for the Question Tools software.
- 2 The partner must not sell, market, promote or recommend any product or service with which Abas UK Limited would not wish Question Tools to be associated. This includes, but is not limited to, pornography, racist, violent or intentionally offensive materials.
- 3 The partner will provide Abas UK Limited with copies of all publicity materials that include mention of Question Tools, and will add publicity @questiontools.com to its mailing lists.
- 4 Question Tools software may only be used when installed using a Question Tools installer. These installers include a licence agreement the user must accept before installation can occur. The partner may only distribute Question Tools using installers created and provided by Abas UK Limited.
- 5 The partner is responsible for maintaining the security of any serial numbers and passwords provided to the partner by Abas UK Limited. The partner must inform Abas UK Limited of any misuse or breach of security.

### Termination

- 1 Either the partner or Abas UK Limited may terminate the agreement by giving notice of 90 days in writing.
- 2 If either party fails to comply with one of the conditions of this agreement then the other party may terminate this agreement immediately if the party in breach of the agreement has been given 14 days notice and has failed to remedy the breach.
- 3 Abas UK Limited may terminate the agreement immediately and without warning if:
  - a receiver, administrator, liquidator or other like person is appointed to administer, control or oversee the partner's affairs,
  - the partner acts, or cause others to act, in a manner that detracts from the reputation of the Question Tools software or brand. Sending unsolicited email ('spam') which mentions or promotes Question Tools is one example of such an action.
- 4 Once the agreement has been terminated the partner may not supply further licences nor distribute installers for Question Tools software. The obligations of the partner to pay any outstanding fees to Abas UK Limited do not lapse. The obligations on all parties to maintain the confidentiality of private information do not lapse.

### Agreed by email

To enter into this agreement you need to attach this document to an email addressed to:

partners@questiontools.biz

Your email should make it clear that you:

- have the right to enter into this agreement on behalf of your organization,
- have read the terms and conditions of this agreement,
- have understood these terms and accept them.

The agreement starts on the day a director of Abas UK Ltd/Question Tools replies and clearly indicates agreement.

Paul Booth, Managing Director of **Abas UK Limited**.

