

VAR PARTNER AGREEMENT

This agreement is between:

On the first part: Audara	On the second part: The VAR Partner
GECKO SAS, from now on: Audara Company ID: 830.109.466-1	[Enter company name here] Company ID: [Enter company ID here]
Registered Office at:	Registered Office at:
Cra 7 # 155c 30 - Of 1601 Torre E, NorthPoint Bogotá D.C. Colombia	[Enter full address here]
Mailing Address:	Mailing Address:
Cra 7 # 155c 30 - Of 1601 Torre E, NorthPoint Bogotá D.C. Colombia	[Enter full address here]
Email Address:	Email Address:
partners@gecko.co	[Enter contact name and email here]

DEFINITIONS USED IN THIS CONTRACT

AUDARA VAR PARTNER PRICE LIST: The appropriate Price List for the VAR (Value Added Reseller) on the assigned Territory.

ASSIGNED TERRITORY: _____

END USER / END CLIENT / CUSTOMER: The company or an organization, which will be directly using the Company's Product and or Services, purchased from the VAR PARTNER

DOCUMENTATION: Product or Services literature, product or services descriptions and other technical documents, and any other forms or documents that may be introduced by Audara from time to time in connection with the commercialization of Products and or Services.

APPOINTMENT: Audara wishes to appoint the VAR PARTNER as its *non-exclusive VAR PARTNER* to supply products and services to Customers / End Users based in the territory.

1. CONDITIONS OF AGREEMENT

1.1 The VAR PARTNER is incorporated to AUDARA's VAR PARTNER partnership plan.

1.2 AUDARA grants Development and Integration (non-exclusive) rights to the specified market over the products and/or services listed in table 1.1 that are offered by Audara to the current date:

Table 1.1

Product / Service	Description
Audara DreamPBX	Corporate IP PBX Software
Audara CXS	Contact Center and Customer Experience Software
Audara Professional Services	Professional Services for Audara Software

Other products in AUDARA’s portfolio should be analyzed ad-hoc and conditions established for each opportunity.

1.3 Product prices are listed in Audara Web Partner Portal and must follow conditions reflected in this agreement. The prices may be revised or modified by Audara in general terms or specific cases. Audara will communicate all changes to VAR PARTNER on the first month of the year, or with 3 months prior notice, with no effect to AUDARA’s official written offers made prior to these modifications. Conditions will not apply in case there were no previous written offers made by AUDARA.

1.4 VAR PARTNERS will have access to different levels of discount: A first level of discount available for all purchases, and higher discounts associated with the value of the purchase as long as the VAR PARTNER complies with the condition of not selling products or services that compete directly with those of Audara. In case the VAR PARTNER distributes its own products or those of third parties that compete with those of Audara, the first available discount level can always be accessed. These levels will be reported in conjunction with the price list in the Audara Web Partner Portal.

1.4.1 Any VAR PARTNER will receive access to the pricing via web access to Audara Web Partner Portal, unless alternate terms have been agreed upon in separate written negotiations between VAR PARTNER and AUDARA commercial representative.

1.5 VAR PARTNER will have the right to a full Certification Training Program for up to 4 technicians via Audara’s online training program, and access to a Commercial Training Program taking place on the first and second semester of each year, this one will be handle by video conference (Skype) in a schedule to be agreed upon by VAR PARTNER and AUDARA. Customization of this program, if agreed upon by both parties, will be offered under specific conditions negotiated between the parties.

1.6 All licenses distributed by VAR PARTNER must be paid 30 days from the stated invoice date. If there is a clear “risk scenario” all accepted offers made by VAR PARTNER must be pre-paid by the End User.

1.7 AUDARA will include reference information about VAR PARTNER on its webpage, including logotype and name/company name, as desired by VAR PARTNER.

1.8 The VAR PARTNER will not have exclusive distribution or commercialization rights of AUDARA's products and services. The VAR PARTNER shall not do anything that may prevent any sale or interfere with the developments of sales of the Products and or Services in any territory.

1.9 AUDARA and VAR PARTNER shall, during the continuance of this Agreement diligently and faithfully serve the purpose of the agreement and its attachments for twelve (12) months, once both parties have signed this contract.

1.10 This contract will be automatically renewed for the duration of the initial contract, unless there is a 30-day advanced written notice by any of the parties involved in this agreement.

1.11 In the event of the agreement being terminated, any samples and promotional or other materials would be returnable immediately to AUDARA and any outstanding invoices from the company would become immediately due for payment.

1.12 This contract shall not act as a substitute nor be a regulatory document for VAR PARTNER and AUDARA's relations towards each other, in terms of dependence. Both parts involved will be independent and AUDARA has no responsibility over VAR PARTNER's obligations with its employees, nor third parties involved by VAR PARTNER, despite AUDARA's responsibilities over its products and services.

2. AUDARA COMMITMENTS AND OBLIGATIONS

2.1 To supply products and services following this current agreement in order to support VAR PARTNER activity to end-users within the territory.

2.2 To provide VAR PARTNER with commercial and technical materials, throughout the duration of the present contract.

2.3 To offer support and maintenance services to products and services already paid by the VAR PARTNER.

2.4 AUDARA will guarantee updates, renewals and maintenance of all licenses, authorizations and permissions of the VAR PARTNER during the time of the present contract agreement in order to support its activity and help to accomplish what has been established in the current contract.

2.5 To provide VAR PARTNER with basic technological knowledge as required by the conditions being presented in this agreement. AUDARA will establish the content, dates, and program of the technical training.

2.6 AUDARA shall not be under any obligation other than as is required by regulatory authorities to continue to manufacture all or any of the Products and or Services and shall be entitled to make such alterations to the specification and performance of the Products and or Services as it may see fit.

2.7 AUDARA will give VAR PARTNER support for commercial activities through terms to be agreed by both parts, in the form of marketing materials that will be available in electronic format.

2.8 The VAR PARTNER shall not, under any circumstances, in any form, undertake in the discussion or distribution of the contents of this document to any other Third Party other than the PARTNER professional advisors and at all times, treat the entire content of this document as confidential.

2.9 Take proper and reasonable measures to ensure the confidentiality of such information to the VAR PARTNER concerning AUDARA's projects, leads, or in general any sensitive information in particular.

3. VAR PARTNERS COMMITMENTS AND OBLIGATIONS

3.1 VAR PARTNER shall only use the AUDARA logo and trademark that has been authorized and provided for the VAR PARTNER website and materials, in a visible area, placing it at least, at the same level as the rest of its partners. Additionally, VAR PARTNER must place a link to AUDARA's website. VAR PARTNER can use AUDARA's logo for any of its stationery, publicity documentation, advertisement or any other instigated printed matter being previously authorized in advance by AUDARA.

3.2 Use reasonable efforts to promote and distribute the Products and Services on the maximum scale by all usual means, using marketing and commercial tools in order to increase sales and help maintain AUDARA's corporate image.

3.3 VAR PARTNER will offer a rapid and high quality pre-sales and post-sales technical service replicating AUDARA's image and strategy.

3.4 The VAR PARTNER must endeavor to put forward the necessary effort to promote and show good use of AUDARA technologies in all of its projects and to this end, undertakes to attend the Certification course provided by AUDARA as has been outlined in this agreement.

3.5 To present AUDARA with all technical validations of integrations or product developments in which AUDARA's technology is key, in order to offer the best experience to the end user and to the VAR PARTNER. Neglecting to do so will result in a loss of guarantee on the product.

3.6 The VAR PARTNER undertakes to follow AUDARA's licensing price available on Audara Web Partner Portal. Any deviation from the price list must be authorized by an Audara commercial representative on written form. Additionally, Support and Maintenance Service, at the prices listed, must accompany all sold items.

3.7 The VAR PARTNER must have all licenses, certificates and legal permits necessary for the commercialization of its products and should ensure that they have not expired. In addition, VAR PARTNER should ensure that the products meet all legal requirements of the country they are sold. This contract agreement certifies that VAR PARTNER has full acknowledgement of the country laws and will assume liability for its actions. Additionally, VAR PARTNER will be accountable for the payment of any taxes or surcharges imposed by the authorities on its sales. VAR PARTNER also acknowledges the requirement of an interbank payment method and will assume the costs of such payments as well as any unfavorable currency exchange management delays.

3.8 THE VAR PARTNER shall respect the geographic scope and commercial distribution policies that have been stated in this contract. It should communicate what their geographical scope will be to concentrate efforts and take advantage of commercial strategies, as well as provide market information on the chosen geographic area.

3.9 In the case of deviation from the price list, the VAR PARTNER must receive authorization from AUDARA for its commercial opportunities. In case of approval, VAR PARTNER will handle the order of accepted quotation and have it validated by AUDARA and then proceed with payment procedures as stipulated in this contract.

3.10 The VAR PARTNER will deliver the licenses to the final customer in the format indicated in each case by AUDARA. Ownership of the licenses will be granted to the end customer (or whomever responsible for the usage of the applications or systems using AUDARA technologies), in a license document, in which the scope of support and associated maintenance shall be included.

3.11 The VAR PARTNER agrees to send a report to AUDARA (scope and regularity to be defined between the parties) of all technical and commercial activities pertaining to AUDARA products. The regularity is to be defined by both parties, but the required minimum is one document covering technical and commercial activities per month. Likewise, the VAR PARTNER will update AUDARA with the information about clients whose projects have been completed based on AUDARA technologies and undertakes, if AUDARA requires so, to participate in a conference about AUDARA's Success Cases, presenting at least one remarkable case of success per year.

3.12 CONFIDENTIALITY: The VAR PARTNER agrees to keep any information about leads, prospects or ongoing projects jointly held with AUDARA confidential.

4. COMMERCIAL TERMS

4.1 AUDARA will provide the licenses to use the products sold by VAR PARTNER to each client, within the first ten (10) working days following the reception of an order. For this, the VAR PARTNER shall send on each occasion the purchase order based on AUDARA's previous quotation. If there is no formal order made to AUDARA, the order request will not be available to VAR PARTNER. The installation and configuration services (if included) will be delivered within the established timeframes for each negotiation.

4.2 The purchase price of the Products is governed by the conditions in section 1 of this Agreement.

4.3 AUDARA will issue an invoice upon receipt of a confirmed order and will proceed to send AUDARA licenses, and the VAR PARTNER will assume responsibility for the agreed payments.

4.4 Payment will be made by the VAR PARTNER by order or bank transfer under the terms set out in this agreement. Assuming acknowledgement of the interbank payment processes if applied, and therefore the possible costs applied in such circumstances. VAR PARTNER obligation will also include acknowledgment of the necessary steps, currency adjustments and taxes associated with the correct transit of any products where necessary.

4.5 If there is a circumstance where payment is delayed for whatever reason, AUDARA reserves the right to apply penalties of 5% per month charged to outstanding obligations, or even the cancelation of licenses associated with unpaid accounts, or even to suspend or cancel this hereby contract.

5. SCOPE OF SUPPORT AND MAINTENANCE

5.1 The VAR PARTNER will provide first level support to end CLIENT and AUDARA will provide technical support, second level support and certification of products, according to indications as stipulated in hereby Agreement.

5.2 AUDARA undertakes to provide 2nd level support to VAR PARTNER within the schedule corresponding to the level of support acquired by the end customer.

5.3 The parties agree that the sale of the LICENSE TO USE THE PRODUCTS implies an automatic acceptance from VAR PARTNER that support and maintenance contracts for all sales will be renewed according to the frequency of payment of the product, unless notified, or otherwise agreed to.

5.4 AUDARA will supply the VAR PARTNER with any maintenance releases and "Patches" and updates for commercial versions of AUDARA software. It will, therefore, be the VAR PARTNER's responsibility to distribute them solely to the VAR PARTNER's End Clients that have purchased Support and Maintenance for their existing installed software.

5.5 Audara reserves the right to deliver new product versions that may not be directly compatible with previous ones, and on those cases the data can not be automatically migrated between versions, required manual data migration or export/import procedures.

5.6 In the event that a VAR PARTNER End Client wishes to discontinue the use of any or all AUDARA services, the VAR PARTNER shall send in written to AUDARA within the next seven (7) days of notice from the End Client detailing the reasons that lead the End Client to make such decision.

6. TERMINATION

At either parties' discretion, the failure to comply at any time with any of the circumstances described below shall be considered a breach of the Agreement:

a) In case of failure or lack of proper compliance with any of the obligations and duties contained in this agreement and its attachments.

b) If the other party is dissolved, declared insolvent or enters a bankruptcy process.

In that case, the party that urges cancellation of the contract must notify, through written notice, the other party, specifying the reason for the cancellation and invoking this paragraph to terminate this agreement.

However, the termination of the agreement will still make VAR PARTNER responsible for any outstanding debts/payments at the date of termination.

7. CONFIDENTIALITY

The parties undertake to not divulge any technical information or mutual business of which they are aware of that pertains or is related to the present document, unless the information is in the public domain.

8. LAW & ARBITRATION

All matters arising out of or otherwise relating to this Agreement, including all rights and obligations of the Parties arising out of or otherwise relating to this Agreement, shall be governed by, construed in accordance with, and enforced under, the laws (both substantive

and procedural) of the Republic of Colombia, without giving effect to any choice or conflict of law provision or rule.

To resolve any disagreements, conflicts or disputes that may arise from this contract, the parties will be obligated to resolve them with the “Tribunal de Arbitramento de la Cámara de Comercio de Bogotá” for contract disputes.

9. NOTICES

All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods: **(i)** by electronic mail or; **(ii)** by personal delivery; **(iii)** by registered or certified mail, postage prepaid, return receipt requested; or **(iv)** by a globally or nationally (as the case may be) recognized express mail, courier, or delivery service (“Express Courier”). A notice sent by electronic mail shall be deemed given on the date of electronic *personal confirmation of receipt*. A notice sent by personal delivery, certified mail or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

Notices shall be sent to the respective addresses/contacts of each Party as noted in this contract, and any change of address/contact shall be made according to the procedure stated above.

10. GENERAL TERMS

Entire Agreement.

This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, between the Parties with respect to its subject matter.

Amendments.

This Agreement may only be revised, supplemented, or amended by a written document signed on behalf of both Parties that specifically states that it is intended to revise, supplement, or amend this Agreement.

Severability.

If any term in this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such term shall be reformed to the maximum extent allowed by law to reflect the original intent of the Parties (or, in absence of such intent, the same economic effect) as closely as possible to the invalid, illegal, or unenforceable term, and the other terms of this Agreement will remain in full force and effect in such jurisdiction. Such invalidity, illegality, or unenforceability shall not affect any other term in this Agreement, or invalidate or render unenforceable such term, in any other jurisdiction.

Waiver of Breach.

No waiver of any breach, or of any objection to any act or omission connected therewith, shall be implied or claimed by any of the Parties, or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed on behalf of the Party against whom enforcement of such waiver or consent is sought.

Assignment.

The Parties shall not assign this Agreement, unless there is written prior authorization by the non-assigning party.

Relationship of the Parties.

No agency, partnership, franchise, or joint venture is created among or between any of the Parties by this Agreement.

The undersigned agree to abide by the conditions herein set out.

For and on behalf of Audara (GECKO SAS),

Signature
Alfredo Certain
CEO

Date: _____

For and on behalf of VAR PARTNER,

Signature
Name: _____
Position: _____
Date: _____