

Aquaforest Searchlight Implementation Partner Program Membership Terms & Conditions

By joining the Aquaforest Searchlight Implementation Partner Program you are agreeing to comply with the following terms & conditions:

1. All Searchlight Implementation Partners must offer and be experienced in SharePoint consultancy.
2. The Searchlight Implementation Partner Program is intended only for for SharePoint and Office365 consultants/consultancies with the expertise to maximize the customer benefits of the Aquaforest Searchlight Searchlight suite of products.
3. Partners are required to be commercial, for-profit organizations with valid web sites and physical addresses for their business operations.
4. Acceptance onto the Aquaforest Searchlight Implementation Program is made at the discretion of Aquaforest Ltd, meeting the minimum eligibility criteria does not guarantee acceptance.

5. PROPRIETARY RIGHTS

Aquaforest Ltd is the 'Licensor'. The Searchlight Implementation Partner is the 'Licensee'. The Licensee is the Partner purchasing, selling, integrating, or implementing Aquaforest Searchlight software products to an End Customer

- a) **Aquaforest Software Products Ownership.** The Products are and will remain the sole and exclusive property of Aquaforest (the Licensor), and its suppliers, if any, whether the Products are separate or combined with any other products, including Partner's Products. Licensor's rights will include, but not be limited to all Intellectual Property Rights in the Products.
 - b) **Notices.** The Partner will not delete or in any manner alter the Intellectual Property Rights notices of Aquaforest and its suppliers, if any, appearing on the Products as delivered to Partner. The Partner will reproduce and display such notices on each copy it makes of any Product. (Copies must have Aquaforest approval and appropriate payments received)
- ## 6. PARTNER REQUIREMENTS:
- a) **Intellectual Property Rights.** The Partner must take customary measures in the marketing and distribution of the Products to protect Aquaforest's Intellectual Property Rights in the Products, no less than the extent to which the Partner protects its Intellectual Property Rights in Partner's Products and/or service and solutions, and will, to the extent lawful, report promptly to Aquaforest any confirmed infringement of such rights of which the Partner becomes aware.
 - b) **No Reverse Engineering.** The Partner must not disassemble, decompile, or reverse engineer any of Aquaforest's Products, except as may be expressly authorized by Aquaforest in writing.
 - c) **End User Details.** Upon purchase of each product for resale the Partner will promptly provide Aquaforest all details required by them for the purpose of recording and tracking licenses and Support & Maintenance Cover.
 - d) **Support & Maintenance Cover (SMC)** The Partner is responsible for providing technical support to their End Users (Customers) of Aquaforest searchlight software e.g. Installing the Products as needed; training End Users; and providing all direct first level technical support to End Users, including problem analysis and using its reasonable efforts to provide solutions, error correction for the products consistent with your standard maintenance and support policies and procedures. Aquaforest will supply the Partner with Technical support on the product(s) as long as the SMC is current.
 - e) **Support & Maintenance Cover (SMC) renewal.** If, at optional SMC renewal, the Partner requires Aquaforest to provide technical support directly to their End Users (Customers) of Aquaforest software, Aquaforest will charge 20% of the current full list price of the software as opposed to only charging 20% of the Partner discounted product price. Partners can opt to have their customer renew SMC directly with Aquaforest if preferred.
 - f) **Malpractice or Misbehaviour.** The Partner must ensure that they do not by malpractice or misbehaviour by association as an Aquaforest Searchlight Implementation Partner bring the Company and/or business of Aquaforest into disrepute, or to cause it and/or its products to be viewed less favourably
 - g) **Unfavourable service provision** The Partner will be offered feedback, support & additional training. However, depending upon the situation, the Consultant may be removed from the Searchlight Implementation Partner Program and all benefits suspended.
 - h) **Competition.** Partners must not be direct competitors of Aquaforest
 - i) **Reviews.** Partners are reviewed annually to ensure that program requirements are adhered to and that terms remain commercially viable for both parties.
- ## 7. AQUAFOREST REQUESTS: (NON-COMPULSORY)
- a) **Back Link.** Aquaforest request that where possible, the Partner provide a direct link to <http://www.aquaforest.com> from their website.

- b) **Case Study.** Aquaforest request that where possible, the Partner, after using our software, provide a customer case study (customer approval is obviously required) or a testimonial. Aquaforest are happy to assist and write up a joint case study. This will be placed in the Consultant Resource Centre.