



Sage Partner Cloud Program Participation Agreement (United States and Canada)

This Sage Partner Cloud Program Participation Agreement is made by and between Sage and Partner, effective as of the date that Partner accepts it by following the instructions provided by Sage. If Partner does not accept and agree to be legally bound by this Agreement, Partner is not authorized to participate in the Sage Partner Cloud Program.

Recitals:

WHEREAS, Sage has established a program which enables Sage Partners to efficiently deploy Eligible Products for their Customers in a Designated Cloud Environment ("Sage Partner Cloud Program"); and

WHEREAS, Partner desires to participate in the Sage Partner Cloud Program, and Sage desires to admit Partner in the Sage Partner Cloud Program, subject to the terms and conditions of this Agreement.

Agreement:

In consideration of the foregoing and the mutual agreements contained herein, the parties agree as follows:

1. Definitions

1.1. "Agreement" means these terms and conditions, together with all schedules, attachments, and exhibits hereto.

1.2. "Customer" means a customer of Partner that places an order to purchase one or more Eligible Products and deploy such Eligible Product(s) in a Designated Cloud Environment.

1.3. "Customer Data" means information submitted by or for a Customer into the Eligible Products as deployed in the Partner's Designated Cloud Environment, including information derived from such submissions, and Customer access credentials.

1.4. "Designated Cloud Environment" means Microsoft Azure and/or (an)other cloud environment(s) designated from time to time by Sage in the SPC Program Guides as compatible with the Sage Provisioning Technology and eligible for the Sage Partner Cloud Program.

1.5. "Effective Date" means the date when this Agreement is accepted by Partner.

1.6. "Eligible Products" means the Sage Products that Sage has designated in the SPC Program Guides as eligible for sale in the Sage Partner Cloud Program in the Territory and for which Partner is authorized and certified.

1.7. "Main Partner Agreement" means the Sage North America Business Partner Reseller Agreement between Partner and Sage appointing Partner as a Business Partner of Sage, as amended and/or supplemented from time to time.

1.8. "Major Version" means an upgrade to an Eligible Product that Sage has designated as a "major release" (or words of similar import) and has made available for deployment via the Portal.

1.9. "Participation Requirements" means the requirements set forth in Exhibit A.

1.10. "Partner" means the Sage business partner that has accepted the terms of this Agreement.

1.11. "Partner Branding" means any trademarks, service marks or other product or service designations or branding applied by Partner or at Partner's request to the Sage Provisioning Technology. Partner Branding excludes any Sage trademarks, service marks, other product or service designations, and branding.

1.12. "Portal" means the online provisioning services that Sage has made available to Partner for deployment of Eligible Products in a Designated Cloud Environment managed by Partner.

1.13. "Portal Documentation" means the online or written user guides, specifications, and manuals regarding the Sage Provisioning Technology made available by Sage, and any updates thereto.

1.14. "Portal User" means a named individual authorized by Partner to use the Portal on Partner's behalf, who has been supplied with user credentials for the Portal.

1.15. "Sage" means (i) Sage Software, Inc., a Virginia corporation, if Partner has its principal place of business in any North America territory other than Canada, or (ii) Sage Software Canada Ltd., an Alberta corporation, if Partner has its principal place of business in Canada.

1.16. "Sage Partner Cloud Program" has the meaning given to it in the recitals.

1.17. "Sage Provisioning Technology" means the Portal and any associated online and offline components (such as landing page(s)) made available to Partner in connection with the Sage Partner Cloud Program, and any modifications, enhancements, updates, revisions and derivative works thereof.

1.18. "SPC Program Guides" means Program Guides(s) regarding the Sage Partner Cloud Program that Sage has made available to Partner, as updated by Sage from time to time.

Other capitalized terms used herein without definition shall have the meaning given to them in the Main Partner Agreement.

2. Sage Provisioning Technology

2.1. Access and Availability. Subject to the terms and conditions of this Agreement, Sage grants Partner a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Sage Provisioning Technology for the deployment of Eligible Products (including updates and upgrades thereto) in the Designated Cloud Environment and the associated management of user licenses for Eligible Products. Sage will use commercially reasonable efforts to maintain availability of the Portal 24 hours a day, 7 days per week, subject to planned maintenance, force majeure events, and the terms of this Agreement. In the event that Partner's use of the Sage Provisioning Technology interferes with or disrupts the integrity, security, availability or performance of the Sage Provisioning Technology, Sage may modify or temporarily restrict or suspend Partner's use thereof. In such event, the parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

2.2. Portal Access Credentials. Sage will provide Partner with access credentials for the Portal. Partner shall be responsible for: (i) the confidentiality of such access credentials that are in Partner's possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Portal, (iii) the activity of all Partner's Portal Users in the Sage Provisioning Technology; and (iv) the compliance of Partner's Portal Users with this Agreement and the Portal Documentation. Partner must notify Sage as soon as reasonably possible if Partner becomes aware, or reasonably suspects, that the security of Partner's Portal account has been compromised.

2.3. Restrictions. Except as expressly authorized by this Agreement, or by Sage in writing prior to each instance, Partner shall not: (i) use the Sage Provisioning Technology for any purpose other than to manage Sage Products subscriptions and licenses; (ii) use the Sage Provisioning Technology to circumvent any license restrictions for the Eligible Products; derive the source code or use tools to observe the internal operation of, or scan, scrape, probe or penetrate, the Sage Provisioning Technology; (iv) copy, modify or make derivative works of the Sage Provisioning Technology; (v) remove any proprietary markings or notices from any materials provided or made available to Partner by Sage; (vi) frame or mirror the Sage Provisioning Technology or any part thereof; or (vii) use the Sage Provisioning Technology: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to send or store material that violates the rights of a third party; (c) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (d) for any other illegal or unlawful purpose. Partner may not knowingly facilitate or aid a third party in any of the foregoing activities.

2.4. Partner Branding. To the extent the Portal Documentation permits the application of Partner Branding to the Sage Provisioning Technology, Partner may send to Sage electronic artwork for Partner Branding that Partner desires to apply to the Sage Provisioning Technology. Sage reserves the right to approve or disapprove such Partner Branding, approval not to be unreasonably withheld, conditioned or delayed. If Sage approves the Partner Branding, (i) Partner grants Sage the right to apply such Partner Branding to the Sage Provisioning Technology, and (ii) Sage shall use commercially reasonable efforts to apply and maintain such Partner Branding to the Sage Provisioning Technology, to the extent the Portal Documentation permits the application of Partner Branding to the Sage Provisioning Technology.

2.5. Proprietary Rights. As between the parties, all intellectual property rights in the Sage Provisioning Technology (other than Partner Branding) shall belong to Sage.

3. Eligible Products

3.1. Orders. If a Customer desires to deploy an Eligible Product in a Designated Cloud Environment, Partner shall submit the order for such Eligible Product with Sage by using the SKUs designated by Sage for the Sage Partner Cloud Program and as further described in the Main Partner Agreement and SPC Program Guides.

3.2. Tier and Margin. Partner's tier credits and margin for Eligible Products sold as part of the Sage Partner Cloud Program shall be as set forth in the Program Guides and/or the SPC Program Guides.

3.3. Deployments. If a Customer desires to deploy an Eligible Product in a Designated Cloud Environment, Partner shall use the Portal for the initial deployment of the Eligible Product. Partner shall make all such deployments timely and without undue delay, subject to Section 3.4.

3.4. Major Versions. Throughout the term of a Customer's subscription to or use of an Eligible Product deployed in the Designated Cloud Environment, Partner shall ensure that the Eligible Product in the Designated Cloud Environment shall be either the current Major Version or another preceding Major Version of the Software permitted for use in accordance with Sage's product release and maintenance policies. The foregoing obligation with respect to each individual Customer is contingent on the Major Version being reasonably compatible with the Third-Party Products used by such Customer.

4. Designated Cloud Environment

4.1. Partner Responsibilities. Partner shall be responsible for: (i) obtaining, as a principal and not as an agent of Sage, all contractual rights to the Designated Cloud Environment that are required for the deployment and operation of Eligible Products (including all Major Versions thereto) for all Customers of Partner who desire to procure Eligible Products and deploy them in a Designated Cloud Environment; (ii) maintaining all such contractual rights for the duration of this Agreement and without interruption; (iii) possessing or procuring the necessary skill for the proper configuration and management of the Designated Cloud Environment and the secure deployment and operation of the Eligible Products therein; (iv) providing customer support for the Customers' use of the Designated Cloud Environment and all products deployed therein, provided that support for the Eligible Products shall be in accordance with the terms of the Main Partner Agreement; (v) timely updating and patching the operating system of, and software running in, the Designated Cloud Environment as updates and patches become available, provided that in any event Major Version shall be deployed as set forth in Section 3.4; (vi) timely notifying Customers of any planned downtime or, upon availability of information, unplanned downtime or degradations of service of the Designated Cloud Environment or any software used by Customer and running in the Designated Cloud Environment; (vii) managing disaster recovery of Customer Data in the event that the Designated Cloud Environment becomes unavailable; (viii) providing reasonable assistance to Customers to obtain other necessary information about the Designated Cloud Environment, including, but not limited to available audit reports, security documentation, data breach notifications and compliance information, and (ix) observing Partner's roles and responsibilities with respect to the Designated Cloud Environment set forth in the SPC Program Guides.

4.2. Fees for Designated Cloud Environment. Partner shall be free to set its own fees to the Customer for the Partner's services, costs and expenses related to the Designated Cloud Environment. Payment of any such fees shall be the responsibility of Customer and not of Sage. Sage shall not be obligated to (i) bill, or seek collection of, any such fees from the Customer, or (ii) reimburse Partner for any of Partner's costs and expenses related to the Designated Cloud Environment, or for any unpaid Customer fees related to the Designated Cloud Environment.

4.3. Privacy. Partner shall (i) access, process and disclose Customer Data only as permitted by the Customer or applicable law; (ii) comply with all data privacy and data security laws related to Customer Data; and (iii) make available to Customers, and timely update as needed, all agreements, policies, notices and disclosures required by any such applicable laws. Partner shall limit access by Partner's personnel to Customer Data only as is strictly necessary for the performance of Partner's services and obligations to Customer.

4.4. Security. Partner will maintain and enforce an appropriate information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures to (i) protect the confidentiality, availability and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and

(iii) ensure the proper disposal and destruction of Customer Data. Upon Sage's written request, Partner shall provide all information reasonably requested by Sage to verify Partner's security measures and/or Partner's compliance with this Section.

4.5. Notification of Security Incidents and Data Breaches. Partner will notify Sage promptly, and in any event within 24 hours, of any actual or reasonably suspected security incident known to Partner that has affected, or is reasonably likely to affect, Partner's information technology systems, infrastructure or devices. Partner will notify each affected Customer and Sage of any actual or reasonably suspected breach of security known to Partner that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, and in any event within any time period prescribed by law.

4.6. No Misrepresentation. Partner shall not misrepresent or imply to Customers that Sage is responsible in any way for the Designated Cloud Environment and/or its management, performance, availability, privacy, security, confidentiality or integrity.

5. Other Program Elements

5.1. Marketing to Customers. Partner shall use commercially reasonable efforts to inform Customers of the availability of deployment of the Eligible Products in the Designated Cloud Environment.

5.2. Territory. Partner's participation in the Sage Partner Cloud Program is limited to the territory where the Eligible Products are available.

5.3. Participation Requirements. During the term of this Agreement, Partner must comply with the Participation Requirements.

5.4. Technical and Security Contact. Partner shall provide Sage with a specific technical contact and, if separate, a security contact at Partner that Sage can contact in relation to the Sage Partner Cloud Program and, upon any change thereto, shall promptly notify Sage of such change.

6. Warranties

6.1. General. Each party represents to the other that it (i) has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein, and (ii) this Agreement does not, and will not, conflict with any other agreement of such party with a third party.

6.2. Sage Provisioning Technology. Sage warrants that, in support of the Sage Partner Cloud Program, the Sage Provisioning Technology will perform materially in accordance with the Portal Documentation. If Partner notifies Sage in writing of any non-conformance with the above warranties, Sage will use commercially reasonable efforts to investigate and correct any such non-conformance promptly. Partner will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to Partner's right to terminate this Agreement for cause, this Section constitutes Partner's sole and exclusive remedy for breach of the Sage warranties herein.

6.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SAGE PROVISIONING TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE, ON BEHALF OF ITSELF, ITS AFFILIATES AND LICENSORS, DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR

PURPOSE, AND (III) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE.

7. **Confidentiality.** The parties acknowledge that (i) certain information exchanged by them under this Agreement constitutes Confidential Information under the Main Partner Agreement, and (ii) the confidentiality terms of the Main Partner Agreement shall apply to such Confidential Information.

8. Term and Termination

8.1. Term. The initial term of this Agreement will be the remainder of the current term of the Main Partner Agreement. Thereafter, this Agreement will automatically renew for successive 1-year periods unless one party notifies the other party that it does not wish to renew this Agreement at least 90 days prior to the end of the then-current term, in which case it will terminate at the end of the then-current term. If, prior to any renewal, Sage desires to modify this Agreement, then Sage will provide the amended terms to Partner on the Partner Hub at least 90 days prior to the end of the then-current term. Partner shall have 60 days after Sage makes the amended terms available to Partner on the Partner Hub to notify Sage in writing that it rejects the modified terms. Otherwise, this Agreement (as modified) will renew for an additional 1-year period in accordance with this Section 8.1. If Partner rejects the modified terms, then this Agreement will terminate at the end of the then current term.

8.2. Termination of Main Partner Agreement. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate if the Main Partner Agreement expires or is terminated.

8.3. Termination for Cause. Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days following notice thereof from the non-breaching party. In addition, Sage may terminate this Agreement immediately for (i) any failure of Partner to satisfy the Participation Requirements, (ii) Partner's breach of Section 3.4 or 4, or (iii) Partner's failure to pay amounts due by it that are 30 or more days past due.

8.4. Notices by Partner. If Partner decides or is compelled to terminate its participation in the Sage Partner Cloud Program or to cease managing a Designated Cloud Environment for any reason, Partner shall notify Sage of such decision as soon as reasonably possible, and to the extent possible such notice shall be provided at least 90 days prior to its effectiveness. If the Partner becomes aware that a Customer intends to end the Customer's subscription to an Eligible Product or move to another provider, Partner shall inform Sage as soon as reasonably possible, and in any event within 2 business days, after so becoming aware.

8.5. Effect of Termination. Termination will not relieve Partner of the obligation to pay any fees due or payable to Sage prior to the effective date of termination. Sections 1, 4.3-4.5, 8.5-8.7, and 9-11 will survive any termination or expiration of the Agreement. Section 7 will survive for three (3) years after termination of this Agreement. All Confidential Information, designs, drawings, formulas or other data, financial information, business plans, literature, and sales aids of any kind will remain the property of the disclosing party. No later than 30 days after termination of this Agreement, each party will either (i) prepare all such items in its possession for shipment to the other at the disclosing party's expense or (ii) destroy such items. The receiving party will not make or retain any copies of any Confidential Information. Upon termination of this Agreement, Sage will have the right, in its sole discretion, of electing, at any time, to offer the Eligible Products directly to Customers.

8.6. Good Faith Cooperation. If this Agreement expires or is terminated for any reason, the parties will cooperate in good faith to

transition Customers to Sage or a Sage designee and ensure continuing Customer satisfaction and continuity of service. Without limiting the generality of the foregoing, Partner shall (i) provide all reasonable assistance to all affected Customers, Sage and, if applicable, a Sage designee as is necessary to securely move all Customer Data (and any associated configurations and customizations that are capable of being moved) to the Customer's new environment, and (ii) ensure that up-to-date backups of Customer Data are available to Customer during such transition period and provided, at Customer's written request, to Sage or a Sage designee.

8.7. Customer Termination. If a Customer's subscription for an Eligible Product and/or its relationship with Partner regarding an Eligible Product is terminated, Partner shall (i) provide Customer or the Customer's designee, in a secure manner, with a complete and accurate backup copy of all Customer Data of such Customer and, if applicable and feasible, any associated configurations and customizations, (ii) retain the Customer Data for the duration and in the manner provided for in the Partner's agreement with the Customer, and if no such period is specified in the Partner's agreement with the Customer, then for 90 days; (iii) respond within a reasonable period of time to all Customer inquiries regarding access to, or copies of, Customer Data, (iv) provide reasonable assistance to Customer to effect the transition, and (v) complete the secure disposal of Customer Data in compliance with this Agreement, Partner's agreement with the Customer, Partner's policies and all applicable laws.

9. Indemnification

9.1. Sage Indemnification. Subject to Section 9.3, Sage shall defend Partner, at Sage's expense, in any third-party claim alleging that the Partner's use of the unaltered Sage Provisioning Technology (other than any Partner Branding) infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party. If there is an adverse judgment in any such claim, Sage shall pay any resulting costs and damages finally awarded by a court with respect to such claim. In the event of a claim or threatened claim under this section by a third party, Sage may, in its sole discretion, elect to (i) revise the Sage Provisioning Technology so that it is no longer infringing, (ii) obtain the right for Partner to continue using the Sage Provisioning Technology, or (iii) terminate this Agreement upon 30 days' written notice.

9.2. Partner Indemnification. Subject to Section 9.3, Partner shall defend Sage and its Affiliates, at Partner's expense, in any third-party claim arising out of (i) any act or omission by, on behalf of, or at the direction of Partner related to the Sage Partner Cloud Program, the Designated Cloud Environment, or any software of data (including Customer Data) in the Designated Cloud Environment, or (ii) any allegation that Partner Branding infringes any third-party rights. If there is an adverse judgment in any such claim, Partner shall pay any resulting costs and damages finally awarded by a court or arbitrator with respect to such claim.

9.3. Indemnification Procedures. In the event of a potential indemnity obligation under this section 9, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

10. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE

LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE TOTAL AMOUNT PAYABLE OR OTHERWISE DUE TO PARTNER BY SAGE IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11. General

11.1. Notices. Notices under this Agreement will be provided in the same manner as under the Main Partner Agreement.

11.2. No Agency. The relationship of Sage and Partner is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other. Each party will bear its own expenses incurred on account of this Agreement.

11.3. Governing Law and Dispute Resolution. The governing law and dispute resolution provisions of the Main Partner Agreement shall apply to any dispute related to this Agreement.

11.4. Compliance with Laws. All provisions of the Main Agreement pertaining to compliance with laws shall apply to the respective party's activities under this Agreement.

11.5. Assignment. This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Partner consent is not required in connection with Sage's assignment of the Agreement pursuant to a merger, acquisition, or sale of all or substantially all of the assigning party's assets.

11.6. Force Majeure. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; fires; floods; acts of God; government action; epidemics; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. This clause will not apply to the payment of any sums due under this Agreement by either party to the other.

11.7. Miscellaneous. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

11.8. Entire Agreement; Main Partner Agreement. This Agreement supplements the Main Partner Agreement, and the rights and obligations of the parties under this Agreement are in addition to, and not in replacement of, their rights and obligations under the Main Partner Agreement. This Agreement and the Main Partner Agreement

constitute the entire agreement between the parties regarding the subject matter hereof. In the event of an express conflict between this Agreement and the Main Partner Agreement, this Agreement shall control. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No term or condition contained in a purchase order or similar document issued by Partner will apply, even if Sage has accepted the order set forth in such purchase order or similar

document, and all such terms or conditions are otherwise hereby expressly rejected by Sage.

11.9. Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. ***Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.***

[Exhibit A follows.]

Exhibit A

Sage Partner Cloud Program Participation Requirements

1. Authorization and Certification Requirements:

- a. Product Authorization and Certification: Throughout the term of this Agreement, Partner must be authorized and certified to sell the Eligible Product(s) that will be part of their Sage Partner Cloud offering.
- b. Portal Certification: At any time during the term of this Agreement, Partner must have at least 1 account user/consultant who is certified to use the Portal. Partner shall not permit use of the Portal by any person acting on behalf of Partner who has not been certified. If the Partner loses the certified account user/consultant, Partner must notify Sage immediately in writing and have another individual certified within 30 days.
- c. Recertification: If the SPC Program Guides require re-certification at a certain cadence, Partner shall ensure that Partner meets such recertification requirements.

2. **Good Standing**: Partner must not be in breach of the Main Partner Agreement and must be in compliance with the SPC Program Guides.