



The HubOne Modern Practice™ is the simplest and most cost effective way to differentiate your cloud offerings for your accounting clients.



HUBONE

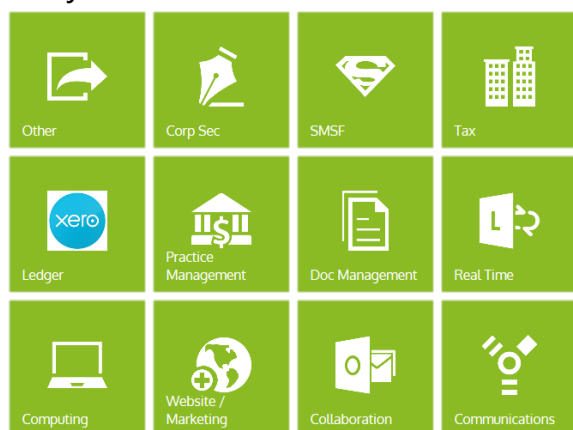
HubOne

Since 2011, HubOne have been providing cloud based technology solutions to accountants under the brand of the HubOne Modern Practice™. This pay-as-you go monthly offering, the HubOne Modern Practice Subscription™, recognized through Industry Awards, provides a simple, predictable and cost-effective way to move a practice to the cloud. By combining all aspects of cloud software and services, world class IT support and our implementation services, our customers have been able to achieve all the benefits of today's cloud computing. However, our customers and prospects are asking for a deeper relationship than we can provide.

By enabling you our partners to deliver pay-as-you-go model, similar to that provided by services as diverse as Amazon Web Services, Microsoft Office 365, your telephone provider or electricity provider, you can finally commoditize IT services in a way that makes sense financially to your customers' businesses, whether they are growing, downsizing or maintaining consistency.

Leveraging the Modern Practice, you can deliver end to end IT services, profitable for less than a coffee per day per user.

Why the Modern Practice?



Accountants and Bookkeepers have unique and specific needs. Offering them a general service (such as plain Office 365) or a partial service (such as just cloud email) is not enough of a differentiator to create a compelling event.

We developed the Modern Practice Architecture™ in 2011 based on detailed analysis of accounting firms and having implemented the solution for over 250 of them, we can show you how you too can profit

from this exciting market for IT providers

The HubOne Modern Practice Architecture

As Microsoft's first ever Online Services Partner of the Year and ARN Industry Awards Software Developer of the Year 2014, and Finalist for Cloud Partner of the Year 2015, HubOne is uniquely positioned to develop this amazing capability that you can deliver to accounting firms.

Whether our architecture is used as a methodology in itself or delivered as a set of technology components for business, it allows financial services firms the ability to apply enterprise grade

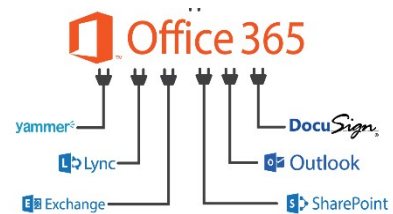
rigor to their IT processes whilst delivering in well-defined stages the outcome of a well-defined and enterprise grade end strategy.

We have implemented the Modern Practice Architecture™ through a solution called the HubOne Modern Practice Portal™, a combination of the software, services and solutions you need to run a best of breed accounting practice; in the cloud.

The Modern Practice

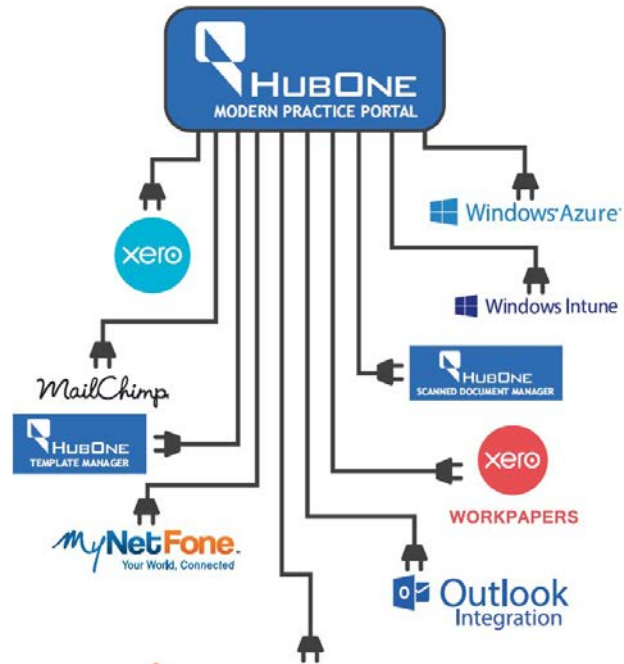
Communication / Collaboration

- Microsoft Office 365 E3 - 50 GB Mailbox per user, unlimited archive, 5 licenses of Microsoft Office Professional Plus, special accounting features including Legal Hold, Unlimited Archive and Data Leakage Prevention.
(Includes Outlook, Yammer and Lync)



Applications

- Modern Practice Portal - One click access to applications, accounting management including templates, policies, mailing register, document version control and common practice management tool access..
- Single Sign on for Common Cloud Applications - Manage logins for Xero and common social applications at an organizational level.
- Scanned Document Manager - Automatically file paper documents into the correct location in SharePoint Online.
- Modern Practice Portal Mail Manager - Automatically file emails and attachments against the specific client from Outlook™ or Outlook Web App
- Modern Practice Template Manager – Automatically create documents or emails from information stored in common practice management platforms and quickly attach documents from SharePoint Document Storage. Modern Practice Template manager comes with common templates.
- Modern Practice Workflow – Making all the data available from common practice management platforms for use in approval workflows, compliance workflows and more.



Support

- HubOne Support - 4 Business hour response with telephone support for your team on all aspects of the Modern Practice.
- Moves, Additions and Changes Consultancy - Use our team to advise on adding new hardware, printers, networks and devices or make changes

New Technology and a new way of delivery

We partner with you through the implementation - you know your client's business and information better than anyone, so why wouldn't we involve you in the process? You can work with our systems during implementation or we can train you to implement yourselves without us!

We have integrated the Modern Practice in over 250 Accounting Firms, meaning we know exactly what is required for a seamless transition to our technology. We have captured that knowledge that we now give to you through training to deliver a seamless experience for your client from pre-sales through to managed services.

However, we have several systems that automate and streamline deployment and HubOne Partners can access this hosted by us or hosted yourselves if required. This means deployment and tools are predictable and everything you deliver can be value to your client.

Three delivery models

We suggest and train on three distinct delivery models based on your customer's time, availability and capability to work with you. These are:

- Fully Managed Delivery – Similar to an outsource, the managed delivery means we provide a consultant for the duration of the engagement to work in your customer's business to achieve the key outcomes.
- Project Managed Delivery – This model includes the addition of a consulting Project Manager from HubOne to your project to ensure deliverables are being met and to provide enhanced communication over standard delivery.
- Standard Delivery – delivered with you providing a Champion and our provisioning team work together to achieve the key outcomes.

All the above models deliver the same technological end-result

Implementation and Training Opportunities

As well as the service itself there are additional opportunities for you to generate revenue.

- Document Migration – HubOne's Document Migration tool has been used to migrate many Tb of data from servers to the cloud and partners get unlimited access to this tool to migrate documents for your clients.
- Modern Practice Portal Installation and Configuration – Our automated tools streamline the configuration of SharePoint and our tools, meaning delivery is a wizard approach.
- Modern Practice Portal Training (Champion and Team) – We can deliver Train the Trainer or train your customer if that's what you require.
- Office 365 Migration – We can consult on the Seamless migration of calendars, contacts, emails, domains and more
- Xero Practice Manager Implementation & Training – We can provide data import from common practice management systems to Xero Practice Manager; Integration with Xero; Provide job, quote, invoice and lead templates; 1 on 1 training with nominated champion and training for the customers team; 1 hour post implementation review.

HubOne Reseller Form

Company Details

Company Name

Trading as

ABN

Principle Contact Details

First Name

Last Name

Office #

Mobile #

Email

Company Particulars

Website

Business Address

Suburb

Postcode

Industry

Approx. Number of existing Financial Services Clients

Size of company

1-10

10-50

50-150

Please list any Microsoft Competencies

HubOne Reseller Agreement

This HubOne Reseller Agreement (the "Reseller Agreement") is between the applicable reseller ("you" or "Reseller"), and HubOne Pty Ltd (ABN #16 129 333 795). If you are agreeing to this Reseller Agreement not as an individual but on behalf of your company, then "Reseller" or "you" means your company, and you are binding your company to this Reseller Agreement. By agreeing to this Reseller Agreement you are also confirming that you have the appropriate authority to sign this Reseller Agreement.

This Reseller Agreement is a separate agreement from the agreement that HubOne has with its end users at <http://www.hubone.com/hubone-terms-conditions/> (as may be modified by HubOne from time to time, "HubOne Terms and Conditions"). For convenience and consistency, however, the definitions of certain terms related to our products and services (namely Software, Services, Products, and Users) will be the same as those in the HubOne Terms and Conditions.

This Reseller Agreement does not have to be signed in order to be binding. You indicate your assent to the terms by clicking on the "I agree" (or similar button) that is presented to you at the time of your order

1. Order Requirements.

To the extent that we make Products available for resale, You may order such Products for resale by following the directions set forth on our website (currently at <http://www.hubone.com/resellers>). You must provide all of the requested information including, without limitation, the identity of the end user, the end user's business and email addresses, and the specific Software licenses, Services subscriptions, or other Products to be resold in your order ("Reseller Order"). All such information must be accurate and complete and must reflect bona fide orders you have received from end users.

2. Limited Right to Resell.

Subject to this Reseller Agreement, we grant you a one-time, non-exclusive, non-transferable right to resell the Products specified in your Reseller Order to the end user specified in the Reseller Order, solely for use by such end user in accordance with the HubOne Terms and Conditions. This right to resell does not apply to any other end user or Products (including without limitation any sale to any related party, organization or affiliate, or to any subsequent, additional or renewal sale to the same party).

3. Enforcement of HubOne Terms and Conditions.

- a. End User Terms. All use of the Products by end users is subject to the HubOne Terms and Conditions, and you may not purport to impose any other terms pertaining to their use of the Products. You are responsible for ensuring that each end user enters into the HubOne Terms and Conditions (which includes all limitations on Authorized Users and other quantity restrictions applicable to the end user's order) in a manner that is legally binding upon the end user. This may require you to
 - i. notify each end user that HubOne products are subject to the HubOne Terms and Conditions and that by placing an order with Reseller the end user agrees to the HubOne Terms and Conditions,

- ii. include either a copy of or link to the HubOne Terms and Conditions in each quotation and order form you issue to the end user, and
 - iii. obtain from each end user written confirmation of acceptance of the HubOne Terms and Conditions prior to the earlier to occur of acceptance of the order by Reseller or delivery of the Product. You must provide evidence of such acceptance by the end user to HubOne upon request.
 - b. Enforcement Cooperation. You agree to immediately notify us of any known or suspected breach of the HubOne Terms and Conditions or other unauthorized use of the Products and to assist us in the enforcement of the terms of the HubOne Terms and Conditions.
- 4. Identification as Reseller.

Subject to this Reseller Agreement, you are permitted to identify yourself as a HubOne "Partner" solely in connection with your resales of Products. You may not use any HubOne trademark, logo or service mark ("HubOne Marks") except as permitted by HubOne's Trademark Guidelines. All goodwill arising from your use of HubOne Marks inures to the benefit of HubOne.
- 5. Payment and Delivery.
 - a. Fees. Your non-refundable, non-cancelable payment to HubOne is due when you submit your Reseller Order.
 - b. Delivery. Upon receipt of payment, we will deliver the applicable Software license key, Services login information, or other information necessary for end users to use or access the applicable Products directly to the delivery contact specified in the Reseller Order in accordance with our standard delivery procedures. If we deliver the license keys or logins to you, you agree that you will, in turn, deliver them directly to the end user specified in the Reseller Order, and not to use or access the Software, Hosted Services, or other Products in any way. You must either delete all license keys promptly thereafter or maintain them in confidence.
 - c. Taxes. Payments made by you under this Reseller Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by HubOne, you must pay to HubOne the amount of such taxes or duties in addition to any fees owed under this Reseller Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to HubOne any such exemption information, and HubOne will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.
 - d. End User Pricing and Payment; Refunds. You will independently set your own pricing to each end user. You bear all risk of non-payment by end users, and you are solely responsible for all of your costs and expenses. You may not terminate a Reseller Order or receive any refunds due to non-payment by an end user. If HubOne provides any refund to an end user under our standard return policy, HubOne, at its option, will refund the applicable amounts either directly to the end user or to you for distribution to the end user. You agree to cooperate with HubOne in connection with any such refund.

6. Feedback.

If you provide any feedback, comments, suggestions, ideas, description of processes, or other information to us about or in connection with the Products or our Reseller program, including without limitation any ideas, concepts, know-how or techniques contained therein ("Feedback"), then you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to you or any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed your Confidential Information, and nothing in this Reseller Agreement (including without limitation Section 12 (Confidentiality)) limits HubOne's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Separate HubOne Certified Partner Program.

Entering into this Reseller Agreement does not qualify you as a HubOne Certified Partner or grant you any related rights. If you are interested in our separate HubOne Certified Partner program, please contact us at partners@hubone.com.

8. No Use Rights; HubOne Reserved Rights.

Only the end user customer of the Products (and its Authorized Users) may use the Products. You are not permitted to use any Products resold under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Products, all license restrictions in the HubOne Terms and Conditions apply to you. Notwithstanding anything to the contrary contained in this Reseller Agreement, except for the limited resale right in Section 2 above, HubOne and its suppliers have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all Products, service descriptions, documentation, and underlying technology ("HubOne Technology"), and all copies, modifications and derivative works thereof, including without limitation as may incorporate Feedback. You acknowledge that you are obtaining only a limited right to resell the Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

9. Reseller Obligations and Liability.

- a. End User Relationships; Business Practices. You agree not to represent yourself as an agent or employee of HubOne and agree that we will have primary control over any end user communication regarding the Products once you submit a Reseller Order. You will not make any representations regarding HubOne, on HubOne's behalf, or about any Products. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HubOne or its products and agree to comply with all applicable federal, state and local laws and regulations while operating under this Reseller Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction. You further agree to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- b. Indemnity. You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your resale of Products. You will indemnify, hold harmless and (at HubOne's option) defend HubOne from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which HubOne becomes liable arising from or relating to:

- i. any breach or alleged by you of any term of this Reseller Agreement,
- ii. the issuance by you of any warranty or representation regarding HubOne or its products or services not specified in the HubOne Terms and Conditions, or
- iii. any of your other acts or omissions in connection with the marketing or resale of the Products under this Reseller Agreement.

10. Termination.

- a. Termination. We may terminate this Reseller Agreement if you materially breach any provision in this Reseller Agreement and fail to cure such breach within five (5) days of written notice of such breach. In addition, either party may terminate this Reseller Agreement for any reason or no reason upon thirty (30) days' written notice to the other party. HubOne may also terminate this Reseller Agreement immediately upon notice to you if
 - i. it ceases to offer the current Reseller program or
 - ii. it reasonably believes that continuing hereunder could result in business or legal liability for HubOne or otherwise harm HubOne or its end users.
- b. Effect of Termination. You expressly agree that HubOne will have no obligation or liability to you resulting from termination or expiration of this Reseller Agreement in accordance with its terms. Upon termination or expiration of this Reseller Agreement:
 - i. you must immediately cease identifying yourself as a HubOne Partner and using HubOne Marks in connection with your resale activities hereunder,
 - ii. you must destroy all Confidential Information in your possession and certify destruction (unless we request that you return such materials to us) and
 - iii. Sections 5 (Payment and Delivery) (but only with respect to Reseller Orders completed during the Term), 6 (Feedback) and 8 (No Use Rights; HubOne Reserved Rights) through 15 (General) will survive.

11. Changes to Agreement.

From time to time, we may modify this Reseller Agreement. The version of this Reseller Agreement in place at the time you submit each Reseller Order is the version that will govern such order. We will use reasonable efforts to notify you of these changes through communications through our website or other forms of communication, but we also suggest that you bookmark this Reseller Agreement and read it periodically.

12. Confidentiality.

Except as otherwise set forth in this Reseller Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any HubOne Technology and any performance information relating to the Products shall be deemed Confidential Information of HubOne without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document:

- a. was rightfully in its possession or known to it prior to receipt of the Confidential Information;
- b. is or has become public knowledge through no fault of the Receiving Party;
- c. is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;
- d. is independently developed by employees of the Receiving Party who had no access to such information; or
- e. is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

13. HubOne Commitments; DISCLAIMER OF WARRANTIES.

For the avoidance of doubt, any and all commitments, indemnities and other terms and conditions offered by HubOne with respect to use of the Products are made directly by HubOne to the end user in accordance with the HubOne Customer Agreement and do not extend to you as a Reseller. We make NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a RESELLER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY.

- a. Waiver of Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER HUBONE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- b. Liability Cap. TO THE FULLEST EXTENT ALLOWED BY LAW, HUBONE'S AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY UNDER THIS RESELLER AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO HUBONE IN RESPECT OF THE RESELLER ORDER THAT IS THE SUBJECT OF THIS RESELLER AGREEMENT.

15. Dispute Resolution; Governing Law

- a. Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Reseller Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Reseller Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in the following city: Sydney (Australia). All negotiations and arbitration proceedings pursuant to this Section 15.1 will be confidential and treated as compromise and settlement negotiations for

purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

- b. **Governing Law; Jurisdiction.** This Reseller Agreement will be governed by and construed in accordance with the applicable laws of the State of New South Wales, Australia, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 15.1 (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New South Wales, Australia, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New South Wales, Australia, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, HubOne may bring a claim for equitable relief in any court with proper jurisdiction.
- c. **Injunctive Relief; Enforcement.** Notwithstanding the provisions of this Section 15, nothing in this Reseller Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.
- d. **Exclusion of UN Convention and UCITA.** The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Reseller Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Reseller Agreement regardless of when or where adopted.

16. General.

This Reseller Agreement is the entire agreement between you and HubOne relating to the resale of HubOne products as described in this Reseller Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Reseller Agreement. If any provision of this Reseller Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Reseller Agreement may not be modified or amended except as described in Section 11 (Changes to Agreement) or otherwise with the written agreement of HubOne (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Reseller Agreement breaches any provision of this Reseller Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Reseller Agreement. No failure or delay by the injured party to this Reseller Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Reseller Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

Should you have any questions concerning this Reseller Agreement, or if you desire to contact HubOne for any reason, please contact us.

(Last Revised: November 12, 2013)