

Partner agreement

The following partner agreement for the use of cloud services shall be concluded between

Cloudiax AG, Kastanienallee 11, 23899 Gudow, Germany
(hereafter referred to as Cloudiax or Provider)

and

Company

(hereafter referred to as Partner or Customer)

Company name	VAT Registration / Tax ID #
<input type="text"/>	<input type="text"/>
Address 1	
<input type="text"/>	
Address 2	
<input type="text"/>	
Postal Code	City
<input type="text"/>	<input type="text"/>
Region/Province	Country
<input type="text"/>	<input type="text"/>
Web	Phone with international prefix
<input type="text"/>	<input type="text"/>

I would like to become a Cloudiax partner to offer my customers:

Please select at least one of the following options.

SAP Business One ☐ Yes ☐ No **[accantum]** ☐ Yes ☐ No **SAP Customer Checkout** ☐ Yes ☐ No

Who signs the contract

Name	Surname	
<input type="text"/>	<input type="text"/>	
Business role	Email	Phone with international prefix
<input type="text"/>	<input type="text"/>	<input type="text"/>

Security manager

The security manager is your responsible person for changes, authorizations and actions within your and your customers cloud environment.

Name	Surname	
<input type="text"/>	<input type="text"/>	
Business role	Email	Phone with international prefix
<input type="text"/>	<input type="text"/>	<input type="text"/>

Invoices

Who should receive the invoices and weekly account statements?

Email
<input type="text"/>

Financial questions

Who will be the contact in case of financial questions? (In case that the upper email address is a central mailbox).

Name	Surname	
<input type="text"/>	<input type="text"/>	
Business role	Email	Phone with international prefix
<input type="text"/>	<input type="text"/>	<input type="text"/>

Sales contact person

Name	Surname	
<input type="text"/>	<input type="text"/>	
Business role	Email	Phone with international prefix
<input type="text"/>	<input type="text"/>	<input type="text"/>

Marketing contact person

Name	Surname	
<input type="text"/>	<input type="text"/>	
Business role	Email	Phone with international prefix
<input type="text"/>	<input type="text"/>	<input type="text"/>

1. Preamble

- 1.1 Cloudiax develops, distributes and provides cloud services. Cloudiax offers the Products, services and solutions listed at <https://www.cloudiax.com/price-list/> (referred to hereafter as "Products").
- 1.2 The Products should, among other things, be distributed by self-dependent traders as partners.

2. Object of agreement; Status of the Partner

- 2.1 Cloudiax will grant the Partner the non-exclusive right to distribute the Products as well as to provide the services for the Products referred to in Section 5.2 and 9.1 in accordance with this agreement.
- 2.2 By concluding this agreement, the Partner will get the right to distribute the Products of Cloudiax and (1) market them as clouds service or as package with software components or solutions of the Partner, with or without individual adaptation of the Products through customization in the sense of parameterization (only to the extent a parameterization of the concerned Products is supported technically and is possible); as well as (2) provide the services in connection with the distribution of the Products regulated in this agreement.
- 2.3 The Partner will have the right to let his customers use the Products over a period of time and – if provided – to adjust them to the requirements of the customer. The Partner will conclude agreements with his customers on the Products of Cloudiax in his own name and at his own cost, unless something else is agreed to expressly in individual cases.
- 2.4 The Partner will remain a self-dependent trader both economically and legally, and will have full freedom to organize his trading hours. The resources as well as the staff required to fulfil the obligations from this agreement will be procured by the Partner under his own responsibility. The parties agree that the selection of staff and the decision on type and scope of the deployment of employees to carry out the business of the Partner will be the prerogative of the Partner and will lie in the responsibility area of the Partner.

3. Product portfolio; reservation of right to alter

- 3.1 If Cloudiax includes new Products, services, solutions or service provisions in its Product portfolio which replace, enhance or extend the Products functionally (e.g., new or enhanced versions, more current releases of the Products), then these will also be treated as Products.
- 3.2 The Products are subject to continuous technical development. Cloudiax therefore reserves the right to further develop the Products for the future, to replace them with new products or to remove them from its Product portfolio. Cloudiax is in principle fully free to decide on the further development, modification or removal of the Products from its Product portfolio, but it must consider the interests of the Partner adequately in good faith. The total amount of Products in particular should not be changed essentially. Cloudiax will inform the Partner about the development- and release schedule on the portal operated under portal.cloudiax.com (referred to hereafter as "Portal"). The current release schedule can be viewed by the Partner on the Portal.
- 3.3 The Partner can submit recommendations on changes in the Products, especially enhancements, parameterizations or configurations of the Products to Cloudiax in text form (referred to hereafter as "Request for Change"). Cloudiax is authorized at its own discretion but not obliged to either (1) reject the Request for Change without assigning any reason, or (2) to implement it and to integrate it in its release planning or (3) to offer to the Partner the implementation of the Request for Change as development service for the Partner against payment. If the Request for Change is implemented according to Section 3.3 (2) and (3), the Partner will forego fully and irrevocably the exercise of possible rights accruing to him on the Request for Change and will cede to Cloudiax all rights on the Request for Change.
- 3.4 If Cloudiax decides to modify individual Products or to remove them from its Product portfolio, and therefore not to offer them any more to the market, Cloudiax will notify the Partner about the eventuality on the Portal within a reasonable period in advance. Cloudiax will update once every four weeks the information published on the Portal about the scheduled changes in the release planning or in the Product portfolio. Once the concerned change comes into effect, the Partner will lose his right to market and distribute the concerned Products.
- 3.5 Cloudiax will fulfill all the obligations from this agreement for all the offers issued by the Partner or agreements concluded with the Partner up to the date of notification of the concerned modification on the Portal in the sense of Section 3.4; consequently, the purchase orders triggered by the Partner before a notification on the Portal will remain unaffected.

4. Issuance, content and scope of distribution right

- 4.1 Cloudiax will grant to the Partner the non-exclusive right to market and sell the Products. The Partner is not authorized to transfer the sales right to third parties partially or fully except Cloudiax has approved of such transfers expressly in writing.

- 4.2 The Partner is entitled to grant his customers simple usage rights of the products, whose properties and prices are described under <https://www.cloudiax.com/price-list/>, against payment of a recurring fee and for a period of time.

5. Transfer of the Products; Grant of rights of use

- 5.1 The Partner is entitled to offer his customers simple, non-exclusive usage rights of the products against payment in accordance with the Sections 4.1 and 4.2 and additionally in accordance with the "Contract terms for the licensing of cloud services" <https://www.cloudiax.com/contract-terms/>.
- 5.2 The Partner is entitled to adapt the Products through customization in the sense of parameterization to the individual requirements of his customers, provided a parameterization of the concerned Products is possible and supported technically.
- 5.3 The Partner commits to honor the copyright- and other such property right marks printed on the Products and not remove them, unless Cloudiax has given its prior approval in writing.
- 5.4 The Partner must take all the required and appropriate preventive measures, e.g. conclude contractual agreements, to prevent unauthorized use, especially use that exceeds the right of use granted to the Partner, or agreement violating overuse of the Products. Each use of the delivered Products beyond the extent agreed to in the agreement will be treated as agreement-violating overuse. Any overuse must be reported by the Partner immediately after detection to Cloudiax.
- 5.5 The delivery of the Products only partially covers the application licenses required for the use of the Cloud Platform. For more information about which products contain the specific licenses or need to be prepared by the partner or customer, please see the product descriptions at <https://www.cloudiax.com/price-list/>.

6. Rights and duties of the Partner

- 6.1 The Partner must market and sell the Products in the best possible manner and also provide the services mentioned in Section 5.2 and 9.1. He is obliged, in this connection, to protect the interests of Cloudiax; if there is a conflict of interest that has a negative effect on the agreement relationship between Cloudiax and the Partner, the latter must inform Cloudiax about the eventuality without any delay.
- 6.2 The Partner is obliged to visit the Portal regularly to inform himself about the current status of the Products, especially about the modifications in the function scope of the Products published by Cloudiax, the current release planning as well as announcement of modifications in the Product portfolio, and instruct his employees involved in selling the Products appropriately.
- 6.3 The Partner is obliged to disclose his position as partner of Cloudiax, and appear as an economically and legally self-dependent trader in business deals. The Partner is authorized in this matter to represent himself during the validity period of this agreement as "(Sales) Partner" of Cloudiax. According to the provisions of Section 12, he is authorized and obliged to use the trade names of the Products protected under the Trade Names Law when selling the Products for marketing purposes. Moreover, the Partner must observe the marketing and sales specifications published by Cloudiax on the Portal in their concerned applicable version; the currently applicable marketing and sales specifications can be viewed on the Portal.
- 6.4 The Partner is not authorized to represent Cloudiax legally, except where the partner has been granted full representation powers in the concerned individual case. The Partner is also not authorized to make declarations or affirmations, especially with regard to the properties or use areas of the Products over and above the affirmations made by Cloudiax in the name of Cloudiax without its prior written approval, or to commit Cloudiax to provide a service to a third party. In business dealings, the Partner must avoid possible behavior which could create the inappropriate impression of a representation or a business-, escrow, or employee relationship between Cloudiax on the one hand and the Partner or one of his employees on the other.
- 6.5 To guarantee a uniform quality standard in the sale of the Products and in the provision of services in accordance with this agreement, the Partner must ensure that the employees of the Partner deployed to sell the Products as well as to provide the services in the sense of Section 5.2 and 9.1 utilize the continued education and training options offered by Cloudiax on the Portal regularly. The Partner must further ensure that all employees of the Partner involved in the sale of the Products and provision of services in the sense of Section 5.2 and 9.1 inform themselves regularly about the current function scope of the Products, the possibly updated Product information, the current release planning as well as possible modifications in the Product portfolio of Cloudiax on the Portal.

7. Rights and duties of Cloudiax

- 7.1 Cloudiax will deliver the Products to the Partner as per the provisions of this agreement, the Product and price list at <https://www.cloudiax.com/price-list/> and the "Contract terms for the licensing of cloud services" <https://www.cloudiax.com/contract-terms/>.

- 7.2 Within the framework of the execution of this agreement as well as within the framework of its options in the areas of consultancy and commercial, organizational and advertisement campaigns, Cloudiax will support the Partner in building his business operations. Appropriate training courses and advertising materials will be offered in particular on the Portal. Moreover, further agreements on an individual basis will apply.
- 7.3 Cloudiax will support the Partner with the following measures: (1) Access to the Portal; (2) Provision of manuals on the installation, configuration and use of the Products that can be viewed in electronic form (e.g., in the PDF format) in English and German on the Portal; (3) Provision of Product descriptions as well as other materials and information for advertising and marketing purposes on the Portal; (4) Provision of appropriate continued education- and training options on the Portal, wherein the training programs are based on the demands within the sales organization of Cloudiax; (5) Execution of cross-regional advertisement campaigns at Cloudiax' own discretion, giving due consideration to the interests of the Partner; (6) Appropriate assistance in the implementation of the software of the Partner on the Cloud Platform. (7) Appropriate help in sale and project support for end customers of the Partner. In this case, Cloudiax serves it's right to make a respective offer for the support beforehand.
- 7.4 Cloudiax will test the software of the Partner implemented on the Cloud Platform for its operational stability on the Cloud Platform and if the result is positive, grant an approval for operation on the Cloud Platform. The Partner will not have to pay any costs for this. Making adjustments in the software necessary for operating the software of the Partner on the Cloud Platform will be the responsibility of the Partner. Cloudiax reserves the right to disable the software of the Partner at any convenient time or to dismantle it if the operation of the software on the Cloud Platform (1) violates the rights of third parties and Cloudiax is informed about the violation; (2) Causes or could cause a not-so-insignificant damage to the Cloud Platform and the Partner is unable to ward off the damage in time. In this case Cloudiax must inform the Partner immediately.
- 7.5 Unless recalled by the Partner, Cloudiax is authorized but not obliged to advertise the software and presentations of the Partner on the Cloud Platform, on social media platforms and in the newsletters of Cloudiax. To this effect, the Partner will grant to Cloudiax a simple, non-exclusive right free of charge for the validity period of this agreement, for using the company as well as other trade mark rights (especially brands) of the Partner with reference to the advertised software of the Partner for the purpose of advertising and training.

8. Prices; payment modalities

- 8.1 Cloudiax will deliver to the Partner the Products at the price list valid on the date of conclusion of the individual agreements. The currently valid price list is available at <https://www.cloudiax.com/price-list/>. Cloudiax grants the Partner 25% discount on the price list for the duration of this partner contract. The grant of the purchase discount ends with the termination of this partner contract in accordance with §14.
- 8.2 The provision of the purchase discount on the price list of the Products meets all the claims of the Partner against Cloudiax with regard to the services to be provided by the Partner according to this agreement, unless something else is specified expressly in the agreement. The Partner will especially have no claims against Cloudiax for reimbursement of the costs, expenditures and expenses incurred in connection with the execution of this agreement and the sale of the Products, unless something else is specified expressly in this agreement or something else is agreed to in individual cases.
- 8.3 The Partner is free to set his own prices and conditions for his customers. The prices listed at <https://www.cloudiax.com/price-list/> are non-binding sales price recommendations.
- 8.4 Until the moment the full costs of the concerned ordered and delivered Products are paid, Cloudiax reserves the right to withhold the granted use rights according to Section 4.

9. Service provisions

- 9.1 The Partner will deliver to his customers at his own cost the services for the Products regulated in this Section. The Partner will set up a First-Level Support, i.e. the support of end customers in connection with user queries and errors that occur when the Products are used.
- 9.2 For incoming error messages, First Level Support covers their registration and classification as well as attempt at finding a direct solution for the fastest possible restoration of the defined operating condition. In case an immediate solution is not possible, the error is to be forwarded to the Support of Cloudiax.

10. Mutual reporting

- 10.1 The parties will inform each other without any delay about all business transactions they are able to detect that affect or can damage the interests of one or both parties.

11. Confidentiality; data protection; contract data processing

- 11.1 With regard to confidentiality and data protection, the “Contract terms for the licensing of cloud services” <https://www.cloudiax.com/contract-terms/> apply, especially Sections 14 seq. and 16 seq. These also contain comprehensive regulations for contract data processing.
- 11.2 Further details on data protection and handling of personal data, as well as all relevant responsibilities and sub-contractors, can be found in the privacy policy <https://www.cloudiax.com/privacy-policy/> Intellectual property rights; labelling requirements

12. Industrial property rights; marking rights

- 12.1 Cloudiax will maintain its intellectual property rights, especially Product names protected under the Trade Names Law and protect them according to their discretion, especially in cases of attacks against the Partner which affect the intellectual property rights or labelling rights of Cloudiax. The Partner must inform Cloudiax immediately after detection of existence or impending damages in this context.
- 12.2 The Partner promises not to intervene himself or allow any third party to do so or to support a third party in attacking in one form or another the industrial property rights and labelling requirements of Cloudiax, especially names of the Products protected under the Trade Names Law or name components contained in them (e.g., “Cloudiax”), as well as the domains used by Cloudiax. The Partner will, especially in this sense, neither directly nor indirectly invoke, strive, recommend or promote in any other way the services of an arbitration tribunal or file a petition or a case for interim legal protection as well as comparable cases against Cloudiax.
- 12.3 During the validity period of this agreement, the Partner is authorized and obliged to use the names of the Products and to mention Cloudiax within the framework of the sale of the Products. The Partner does not have any special rights on the names of the Products, or on the other industrial property rights and labelling requirements of Cloudiax.
- 12.4 The Partner is not authorized to take over the designation “Cloudiax” as an integral part of his company and have it entered in the commercial register.

13. Product, fault and other liability of Cloudiax

- 13.1 With regard to Product-, fault- and other liabilities of Cloudiax, the “Contract terms for the licensing of cloud services” <https://www.cloudiax.com/contract-terms/> apply, especially Sections 11 seq., 12 seq., and 13 seq.

14. Agreement start, duration and ending

- 14.1 The agreement will come into effect on the date the agreement is signed by both parties and it will remain in effect for indeterminate duration.
- 14.2 The agreement can be terminated properly by the parties with a notice period of three (3) months from the end of the calendar year.
- 14.3 The right of extraordinary termination for important reason will remain unaffected.
- 14.4 Termination must be made in writing.

15. Consequences of agreement termination

- 15.1 The termination of this agreement will not affect already concluded deals between Cloudiax and the Partner as well as the individual purchase orders issued by the Partner.
- 15.2 If this agreement is terminated and not continued on the basis of a follow-up agreement, the parties are authorized to notify their customers or other third parties earliest at the moment of the notice of termination in writing.
- 15.3 From the date on which the agreement termination comes into effect, the Partner is not allowed to do the following: (1) Exercise his sales right granted by this agreement and appear as sales partner of Cloudiax before third parties; (2) Designate himself as “(Sales) Partner” of Cloudiax; (3) Use the Products for his own requirements; (4) Use the industrial property rights and labelling requirements, especially the brand names of the Products of Cloudiax protected by the trademark law.
- 15.4 After the agreement comes to an end, the parties must return all documents provided by one party to the other without any delay or request, and remove all evidence of a sales partnership. The Partner in particular must return to Cloudiax all documents, presentation versions, data media or other such materials (e.g., price lists, instructions, guidelines, manuals, advertisements) provided by Cloudiax, the ownership of which was not

transferred to the Partner, which were not consumed as per the agreement provisions, or forwarded to customers.

- 15.5 The Partner must remove or cause to be removed without any delay all nameplates or other evidences of his activity as partner, distributor or (sales) partner of Cloudiax (e.g., in telephone directories, commercial register entries, on the website of the Partner) provided by Cloudiax without any request after the agreement comes to an end.

16. Surrender; other dispositions

- 16.1 Surrender, hypothecation, mortgaging or other such disposition of claims or rights from this agreement by the Partner will require the prior written approval of Cloudiax.

17. Final clause

- 17.1 This agreement is governed to the law of the Federal Republic of Germany.
- 17.2 The exclusive place of jurisdiction for all disputes arising from and in connection with this agreement, to the extent legally permissible, is the head office of Cloudiax.
- 17.3 Unless something else is specified in this agreement, neither party is authorized to offset or withhold claims against the opposite party for an obligation arising from this agreement, unless the claims of the concerned party offsetting or withholding the payment are ripe for adjudication or undisputed, or the other party has acknowledged them in writing or they were affirmed by a legally enforceable legal decision of a competent court or an arbitration tribunal; this restriction will not apply to synallagmatic, i.e. mutually dependent claims.
- 17.4 Subject to differing agreements, in individual cases, modifications and suspension of this agreement as well as sub-agreements and supplements of this agreement must be made in writing. The same condition will apply to any modification, suspension or enhancement of this written form requirement.
- 17.5 If a provision of this agreement or a provision integrated in the agreement subsequently becomes ineffective or not implementable either fully or partially, then the effectiveness of the remaining provisions of this agreement will not be affected, unless giving due consideration to the following rule, execution of the agreement poses an insurmountable difficulty for one party. The parties promise to agree upon an effective and implementable provision which comes closest to representing the economic purpose of the ineffective or not implementable clause in place of the ineffective or not implementable clause. The same condition will apply to supplementary interpretation of the agreement or possibly existing legal loopholes in the agreement. This condition will also apply if the ineffectiveness of a clause is based on a dimension or time of a service (period or date) specified in the agreement; in this case, the original dimension or time in the provision is to be replaced by a legally permissible dimension or time that comes closest to it.

Signatures

Cloudiax / Provider

Partner / Customer