

## Partner Lead Agreement

between NETWAYS Managed Services GmbH (hereafter NMS) and

Partner Company Name

### 1. OBLIGATIONS OF NETWAYS MANAGED SERVICES GMBH

NETWAYS Managed Services GmbH – as the legal entity behind NETWAYS Web Services – provides the partner’s customers with professional infrastructure with OpenStack, a SaaS platform, Managed Kubernetes Services and Managed DBaaS (hereafter NWS services) to the partner’s customers. In addition, the MyEngineer service offers support and consulting for all projects hosted by NMS. NMS data centers are located in Nuremberg, Germany (ISO 27001 certified). All services are operated GDPR compliant.

### 2. PARTNER’S OBLIGATIONS

The partner is offering NWS services to his customers.

If the partner’s customer is interested in starting one of the NWS services, the partner must inform NMS in writing that he is responsible for the lead.

The lead notification must be made prior to the customer starting a NWS service, and it must be sent to [sales@netways.de](mailto:sales@netways.de).

### 3. CONTRACTUAL RELATIONSHIPS FOR STARTED NWS SERVICES

The partner’s customer starts the NWS services in his own name. NMS provides all booked NWS services including support and consulting for the partner’s customer.

The partner is not part of the contractual relationship between NMS and the partner’s customer.

### 4. RECOMMENDATION COMMISSION

The Partner gets a quarterly commission of 15% for every recommendation.

The commission is based on the customer’s net sales with all active NWS services (excluding MyEngineer support) within the quarter.

### 5. PAYMENT TERMS

NMS pays the partner a quarterly commission for each customer who starts NWS services (excluding the MyEngineer support service) based on the partner’s referral.

The payment is made in the month following each quarter and will be transferred to the account indicated below.

NMS will pay the partner the quarterly commission for each customer referred until the customer cancels his NWS services.

The commission does not include any taxes, import or export fees, duties, or similar charges, all of which are the partner’s responsibility. Commission is net of VAT and will be clearly itemized in the credit notes provided by NMS.

### BANK ACCOUNT OF THE PARTNER

Account Holder

Bank

IBAN

BIC

## 6. FURTHER BENEFITS

The The Partner will be offered the following benefits:

1. Permission to use the NETWAYS Web Services logo
2. NMS presents the partner at the NWS website to increase the partner's visibility.
3. The partner is eligible for one annual free conference ticket (accommodation excluded) and one annual free online training, if the combined monthly net revenue of all referred customers amount at least € 500.

Detailed Information about the NETWAYS Event Services conferences and trainings portfolio can be found at [www.netways.de/events](http://www.netways.de/events) and [www.netways.de/trainings](http://www.netways.de/trainings).

4. Regular partner updates: once a year, the partner and NMS meet for an exchange meeting. Here the partner gets the opportunity to express wishes, suggestions for improvement and feedback regarding the NWS services. Furthermore, the partner learns about upcoming features and news regarding the NWS services.
5. The partner is granted early access to updates and new services.

## 7. CONTRACT DURATION

The partnership becomes valid with the signature of both parties to this agreement.

The contract lasts for an indefinite period and can be terminated by either party at any time without giving reasons.

If the agreement is terminated by NMS, the partner is entitled to continued payment of the revenue share of all NWS services (excluding the MyEngineer support service) started by his referred customers for a full year. The period under review starts with the month in which the partner agreement is terminated.

## 8. TRADEMARKS

During the term of this agreement, the partner is granted a limited right to use:

1. The trademarked words NETWAYS Web Services, and
2. The NWS Logo,

collectively known as the NETWAYS Web Services trademarks, to describe and promote services around NETWAYS Web Services (such as IaaS, SaaS, Managed K8s, DBaaS, support and consulting).

The termination of this agreement will revoke that right.

By using the NETWAYS Web Services trademarks, the partner acknowledges NETWAYS Web Services' ownership right, title, and interest in those trademarks and agrees that all use of the NETWAYS Web Services trademarks inures to NETWAYS Web Services' benefit. The partner also agrees that he will not interfere with or challenge the NWS trademark rights, use the trademarks in a way that violates any law or harms the NETWAYS Web Services brand or reputation, or use, reproduce or authorize the reproduction or use of the NETWAYS Web Services trademarks in any manner other than expressly authorized by NMS.

### NETWAYS MANAGED SERVICES GMBH

Date & Place

Signature & Company Seal

### PARTNER

Date & Place

Signature & Company Seal