

Partner Reseller Agreement

between NETWAYS Managed Services GmbH (hereafter NMS) and

Partner Company Name

1. OBLIGATIONS OF NETWAYS MANAGED SERVICES GMBH

NETWAYS Managed Services GmbH (NMS) – as the legal entity behind NETWAYS Web Services (NWS) – provides professional infrastructure with OpenStack, a SaaS platform, Managed Kubernetes Services and Managed DBaaS to the partner (hereafter NWS services). NMS datacenters are located in Nuremberg, Germany (ISO 27001 certified) and all services are operated GDPR compliant.

NMS provides support and consulting to the partner for all projects hosted by NMS.

2. PARTNER'S OBLIGATIONS

The partner provides NWS services to his customers on his behalf.

If a customer of the partner is interested in using one of the NWS services, the partner starts the service via his own account on the NWS platform. The partner is responsible for providing support to his customer.

3. CONTRACTUAL RELATIONSHIPS FOR STARTED NWS SERVICES

The partner's customer uses NWS services on behalf of the partner. NMS provides all booked NWS services including support and consulting to the partner.

There is no contractual relationship between NMS and the partner's customer.

For each new service consumed by the partner's customer, the partner creates a new product in the NWS customer interface.

4. RECOMMENDATION COMMISSION

The partner gets a monthly commission of 15% on every active NWS service (excluding the MyEngineer support service) that is started within a customer project.

The commission is based on the partner's monthly net sales for all active customer projects within the partner's NWS account.

5. PAYMENT TERMS

NMS grants the partner a monthly commission of 15% for all active customer projects within the partner's account.

Remuneration takes the form of a 15% discount on all NWS services (excluding the MyEngineer support service) booked for the operation of its customers projects.

The billing of the NWS services to the partner's respective customers is the partner's responsibility. NMS does not issue invoices to the partner's customer.

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 Partner will be offered the following benefits:

1. The 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 monthly net revenue of all its consumed services are at least € 500.

Detailed Information about the NETWAYS Event Services conferences and trainings portfolio can be found at www.netways.de/events and 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 contract.

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

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 Service' 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 NWS trademark rights, use NWS 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