

## **PARTNERHIP AGREEMENT**

This Partner Agreement (the "**Agreement**") effective 05<sup>th</sup> Dec 2020 the date of partner registering his/her business with Snovasys ("**Effective Date**") is entered into by and between Snovasys Software Solutions Ltd, having offices at Hyderabad ("Snovasys") and

\_\_\_\_\_ (Partner),  
having its principal place of business at

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "**Partner**". In mutual consideration of the promises and conditions set forth herein, the parties agree to as follows:

All capitalized terms used in this Agreement shall have the meaning defined herein unless otherwise defined in this Agreement.

**WHEREAS** Snovasys is an Independent Software Provider of OKR solutions

**WHEREAS** Partner is a strategy and innovation Consulting Firm and

**WHEREAS** Snovasys and Partner wish to explore mutually productive commercial opportunities and other potential collaborative efforts (the "**Purpose**")

### **1. DEFINITIONS**

- 1.1 "**Snovasys Services**" shall mean those services and products listed in Exhibit A attached here to. Snovasys Services may be changed, abandoned or added by Snovasys at Snovasys's sole discretion.

### **2. SCOPE OF SERVICES**

The primary objective of this Agreement is to develop a relationship between Parties that allows them to substantiate and represent their combined ability to implement and support solutions to mutually identified customers ("Customers") across the globe. This agreement, therefore, establishes a partnership framework between the Parties.

2.1 The scope of this framework is to define a business model explaining how Snovasys and Partner will co-operate to:

- a) Work together on opportunities identified by each party;;

- b) Deliver projects jointly to Customers under specific contractual frameworks; ;
- c) Support the delivered solutions post implementation
- d) Subject to this Agreement and its terms, Snovasys hereby grants to Partner a free, non-exclusive, non-transferable and revocable license ("License") to market and distribute the Snovasys Service to Referrals, and to use the Snovasys trademarks, logos and URLs provided by Snovasys ("Licensed Marks" as may be amended by Snovasys from time to time), and associated materials, language or code for the sole purpose of promoting the Snovasys Service (collectively "Marketing Materials")

### **3. MARKET**

Unless otherwise agreed to by the Parties in writing, Partner agrees to establish a preferred partnership with Snovasys on a non-exclusive basis, for the markets worldwide

### **4. COMPENSATION**

**4.1 Sole Compensation:** Partner's sole compensation under the terms of this Agreement shall be a commission computed in accordance with the schedule set forth in Exhibit A

**4.2 Payment:** Payment of commissions shall be in United States dollars and shall be subject to all applicable governmental regulations and rulings

**4.3 Time of Payment.** The commission on a given order shall be due and payable net thirty (30) days after the end of the month in which Snovasys receives payment from the customer. Commissions shall be earned and paid pro rata on partial payments received

### **5. PRODUCT WARRANTY AND PRODUCT AVAILABILITY**

**5.1 Snovasys Services Representations and Warranties.** In no event shall Partner make any representation, guarantee or warranty concerning the Snovasys Services except as expressly authorized in writing by Snovasys. Partner shall indemnify, defend, and hold harmless Snovasys, its directors, officers, agents, and affiliates against any liability, loss, costs, or damages arising out of or related to Partner warranties or representations of the Snovasys Services other than those warranties expressly authorized in writing by Snovasys. ALL SNOVASYS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND AND SNOVASYS MAKES

## NO WARRANTIES OR

CONDITIONS TO PARTNER, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, AND SNOVASYS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL INFORMATION OR ADVICE GIVEN BY SNOVASYS OR ITS EMPLOYEES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTIES SET FORTH, AND PARTNER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

**5.2 Indemnification of Partner.** Snovasys shall indemnify, defend or settle any third-party claim brought against Partner, its directors, officers, agents, and affiliates against any liability, loss, costs, or damages, each finally awarded, to the extent arising out of or related to

(a) a breach by Snovasys of any representations or warranties relating to the Snovasys Services sold by Partner in compliance with the terms of this Agreement or (b) Snovasys's gross negligence or willful misconduct;; provided that Partner will (a) promptly notify Snovasys in writing of such claim, action or proceeding, (b) give Snovasys sole control over the defense and/or settlement of such claim, action or proceeding, and (c) reasonably cooperate and provide all available information, assistance and authority to defend or settle the claim, action or proceeding.

## **6. SALE OF THE SNOVASYS SERVICES**

**6.1 Prices and Terms of Sale.** Snovasys shall provide Partner with copies of its current price lists and its standard terms and conditions of sale, as established from time to time. Partner shall quote to target Customers only those authorized prices and other terms and conditions of sale. Each submitted order shall be governed by Snovasys's prices and other terms and conditions of sale in effect at the time the submitted order is accepted by Snovasys, and all quotations by Partner shall contain a statement to that effect.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for a period of 12 months from the Effective Date, **and will be renewed to the next annual term with mutual terms** unless this Agreement is terminated earlier in accordance with Section 7.2 (Termination) below. This Agreement is renewable upon the mutual written consent of the parties here to.

**7.2 Termination.** If either party breaches any provision of this Agreement, then the non-breaching party may give written notice to the breaching party that if the breach is not cured within thirty (30) days from the date of such notice, the Agreement may be terminated for cause. If the non-breaching party gives such notice and the breach is not cured during such thirty (30) day period, then the non-breaching party may immediately terminate this Agreement upon the delivery of written notice to the breaching party. Either party may terminate this Agreement for convenience at any time upon sixty (60) days prior written notice to the other party.

## **7.3 Additional Compensation Following**

**Termination.** Upon termination, subject to all the provisions of this Agreement and to Partner's compliance with Section 7.4 (Return of Materials) below, Snovasys shall pay commissions to Partner on all order submissions meeting all of the following requirements: (i) the order is solicited by Partner, and (ii) the order is accepted by Snovasys;; provided however, that in the event Snovasys approves a customer after termination and prior to twelve months following submission of a Customer Registration Form to Snovasys for such customer, Partner shall be entitled to compensation for such customer as provided herein;; and (iii) Snovasys receives payment from the customer after the date of termination of this Agreement;; provided that in no event shall any commissions be paid by Snovasys after twelve (12) months from the effective date of termination or expiration of this Agreement. Snovasys may withhold, for up to six (6) months, the payment of commission for orders accepted after the effective date of termination if Snovasys determines that there may be sufficient credits or other adjustments which warrant such action. If Snovasys is owed any amounts by Partner, Snovasys shall have the right, in its absolute discretion, to offset any commission payable by Snovasys to Partner by such obligation owed to Snovasys by Partner. Upon termination, Snovasys's sole obligation to Partner under the terms of this Agreement shall be for any unpaid commissions under this Section 7.3 (Additional Compensation Following Termination) and Section 4 (Compensation) above.

**7.4 Return of Materials.** All Confidential Information, trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, financial information, business plans, photographs, samples or demonstration units, literature, and sales aids of every kind shall remain the property of Snovasys. Within thirty (30) days after the termination of this Agreement,

Partner shall prepare all such items in its possession for shipment, as Snovasys may direct, at Snovasys's expense. Partner shall not make or retain any copies of any Confidential Information that may have been entrusted to it. Effective upon the termination of this Agreement, Partner shall cease to use Snovasys's Trademarks.

**7.5 IP Rights:** All intellectual property rights (such as but not limited to documentation, source code, API's, other software, trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in the Snovasys Application, the Snovasys Service, Snovasys Marks and related content and technology around the world ("Snovasys IP Rights") are and will remain the exclusive property of Snovasys. The License granted by Snovasys to Partner under Section 2 of the Agreement is granted solely under the terms of this Agreement and in furtherance of its objectives. Partner's right to use the Licensed Marks is at the discretion of Snovasys and is subject to Partner's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Partner agrees to (a) not use any Snovasys IP Rights in any manner reasonably likely to breach this Agreement;; (b) not do anything contesting or impairing any Snovasys IP Rights;; (c) not create or obtain any intellectual property rights that are substantially similar to any Snovasys IP Rights;; (d) promptly notify Snovasys of any unauthorized use of any Snovasys IP Rights of which Partner has actual knowledge;; and (e) always use the Licensed Marks and any other Snovasys Marks in compliance with the Guidelines. Snovasys may perform periodic reviews of any Marketing Materials presented by Partner, and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Partner. Nothing in this Agreement transfers or is intended to transfer any such Snovasys IP Rights to, or to vest any such IP rights in, to the Partner

**7.6 Assignment of Intellectual Property:** To the extent that Partner jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws (collectively, "Intellectual Property") which (a) either (i) clearly relates to Snovasys's business or technology, or (ii) are based upon or incorporate any Confidential Information of Snovasys, and (b) has been created by the Advisor in the course of performing the Services such as in correspondence,

e-mails, meetings or meetings relating to Snovasys, Partner (x) hereby acknowledges that each is a "work made for hire" for the benefit of Snovasys, (y) shall promptly disclose to Snovasys such Intellectual Property, and (z) hereby assigns all rights, titles and interest to such Intellectual Property to Snovasys

**7.7 Partner Claims.** Upon termination or expiration of this Agreement, all claims of Partner against Snovasys including without limitation those pertaining to sales compensation hereunder are hereby waived unless made in writing to Snovasys by Partner within ninety (90) days of when the compensation would have been payable.

## **8. CONFIDENTIAL INFORMATION**

**8.1** "Confidential Information" means any and all information of a party including its affiliated companies "Disclosing Party" disclosed to , or otherwise acquired or identified or observed by another party or its affiliated companies (the "Recipient") relating to the business of Disclosing Party, whether communicated in writing, orally, electronically, photo graphically, or in recorded or any other form of media , including but not limited to , all sales and operating information, employee and other human resources information, existing and potential business, marketing plans and strategies, financial information, cost and pricing information, data, media, know-how, designs , drawings, techniques, operations , devices and the like, whether or not foregoing information is patented, tested, reduced to practice , or subject to copyright or any other intellectual property right

## **9. LIMITATION OF LIABILITY**

**9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOST SNOVASYS OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED, AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.**  
IN NO EVENT WILL THE LIABILITY OF ONE PARTY TO THE OTHER PARTY EXCEED THE FEES PAID OR PAYABLE BY PARTNER TO SNOVASYS UNDER THIS AGREEMENT. THE PARTIES HAVE AGREED

THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **10. MISCELLANEOUS**

**10.1 Governing Law.** The rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods;; rather, such rights and obligations shall be governed by and construed under the laws of the State of California, United States of America without reference to its conflict of law principles.

**10.2 Notices.** Any notice required or permitted to be given under this Agreement shall be delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party first set forth above, or to such other address as a party may designate by written notice in accordance with this Section 10.3 (Notices), (iii) by overnight courier, or (iv) by fax or email with confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered.

**10.3 Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, delay in component supply, equipment failure, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

**10.4 Non-Assignability and Binding Effect.** A mutually agreed consideration for Snovasys's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Partner, under its present ownership if an entity, and, accordingly, Partner agrees that its rights and obligations under this Agreement may not be transferred or assigned directly, indirectly or by a change in control without Snovasys's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties here to, their successors and assigns.

**10.5 Modification.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

**10.6 Severability.** In the event that it is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration, that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Agreement.

**10.7 Legal Relationship:** The Partner is an independent contractor and will not act as agent nor shall the Partner be deemed an employee of Snovasys or any of its affiliates or entitled to participate in any employee benefit plan of Snovasys or receive any benefit available to employees of Snovasys, including insurance, worker's compensation, retirement or vacation benefits. The Partner shall not have any authority to, and shall not, make any representation or promise or enter into any agreement on behalf of Snovasys

**EXHIBIT A**

- Snovasys Promotion and recommendation of Snovasys's product to the defined and target Customer / Prospect base
- Partner to position the Snovasys as per the target Prospect's business and seek required support from Snovasys to close the opportunity in hand
- Snovasys to extend all necessary support to Partner, starting from the initial discussion to Closure
- Partner to consult Snovasys Products for the solution, pricing or any customization requested by the Customer
  
- **REVENUE MODEL:**  
Snovasys to share revenue based on the following model:
  1. For the first invoice, Channel Partner gets 35% of the invoice payment.
  2. For the first year, all the remaining invoices, Channel Partner gets 15% of the invoice payments.
  3. Until 3 years, all the remaining invoices, Channel Partner gets 5% of all the invoice payments.