**Partner Program Agreement**last modified date: 09 January 2017

This Reseller-Agreement is concluded

**between**

Reseller’s company name

Address

Represented by (name / function)

 – hereinafter: Reseller –

**and**

NETRONIC Software GmbH
Pascalstr. 15
52078 Aachen/ Germany
HRB 1827
Represented by its managing director, Dr. Martin Karlowitsch

 – hereinafter: NETRONIC –

**Preamble**

The **just plan it** software is developed and owned by NETRONIC Software GmbH, based in Aachen (Germany). NETRONIC develops, distributes and licenses software to visualize time- and resource-oriented planning data. As such, NETRONIC offers three dedicated product lines to different kind of customers:

1. The software components VARCHART XGantt and VARCHART JGantt to software developers
2. The software add-ins NETRONIC Visual Scheduling Suite for Microsoft Dynamics NAV to users of Microsoft Dynamics NAV
3. The software application **just plan it** to SMB manufacturers

The scope of this Partner Program Agreement is only and without any exception the software application **just plan it**. This Partner Program Agreement shall not, and never give the partner any right to own, market or sell any of the other NETRONIC Products. This would be subject to different agreements.

**1. Definitions**

"Agreement" means this Partner Program Agreement and all materials referred or linked to in here.

“Customer Terms of Service” means those terms and conditions located at
http://www.just-plan-it.com/terms, as modified from time to time.

“End User” means the authorized actual user of the NETRONIC Products or the party on whose behalf you use the NETRONIC Products.

"End User Data" means all information that End User, or you acting on End User’s behalf, submits or collects via the NETRONIC Products and all materials that End User, or you acting on End User’s behalf, provides or posts, uploads, inputs or submits for public display through the NETRONIC Products.

"NETRONIC Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“NETRONIC Products” means Subscription Service for the **just plan it** software.

“List Price” means the standard pricing for the Subscription Service as listed at
http://www.just-plan-it.com/pricing. We reserve the right to change such pricing at any time. However, we will not apply any price change to End Users who purchase Subscription Service within ten (10) days after such price change.

“Net Revenue” means the initial fee, any renewal fees, and any upgrade or downgrade fees that are actually paid to us by an End User or by Partner for an End User for the Subscription Service. Net Revenue shall: (i) be calculated net of any discounts, taxes payable and subsequent refunds not due to a contract breach by NETRONIC, and (ii) shall exclude any implementation, customization, training, consulting or other professional services, or fees for third-party products or services.

“Partner Transactions” means those transactions that are eligible for a Revenue Share pursuant to the ‘Partner Transactions’ section of this Agreement.

“Partner Program” means our partner program as described in this Agreement.

“Revenue Share” means a % amount of Net Revenue paid to us by an End User or Partner for a Partner Transaction.

“Subscription Service” means our web-based visual production scheduling software **just plan it**, provided "as a service" (SaaS) through this website, the availability of Content and customer support.

"We", "us", “our”, and “NETRONIC” means NETRONIC Software GmbH as the company owning and offering the **just plan it** software.

“You”, “you” and “Partner” means the party, other than NETRONIC, entering into this Agreement and participating in the Partner Program.

**2. Non-Exclusivity**

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

**3. Partner Transactions**

a) Partner Rights and Obligations. We grant you, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) demonstrate and promote the **just plan it** software to your prospects and customers, and (ii) to provide End Users access to use the **just plan it** software in accordance with this Agreement and the Customer Terms of Service, provided that End Users agreed to the Customer Terms of Service. You will comply with the terms and conditions of this Agreement at all times.

b) Demo Subscription. In order to support you to demonstrate and promote the **just plan it** software to your End Customers, we grant you a free subscription of the software. You will be not allowed at all to use this demo account for any productive environment, and we have the right to delete all data on your demo environment at any time.

c) Contractual Relationship. Your End Customer will order the Subscription Service directly from us, and we will invoice your End Customer accordingly. After we receive payment from your End Customer, we will pay you a Revenue Share (see section 4 of this agreement). In order to associate the End Customer subscription with you, you must register the End Customer as your prospect with us (see section 3, paragraph g) Submission, Acceptance and Validity.

d) Duration of End Customer Subscription. You are only eligible for a Revenue Share, if your End Customers sign up for an annual agreement with an annual prepayment,

e) Partner Program Limits.  You may not have more than fifty (50) prospects in aggregate registered to you at any given time unless we agree otherwise.  Each accepted registration will expire twelve (12) months from the date the prospect was registered. If you are actively pursuing a prospect and the registration is expired, then you may re-register the prospect. An accepted registration may be considered expired prior to the conclusion of any twelve (12) month period if you and we mutually agree to the early expiration of the accepted registration.  We will pay you a Revenue Share for as long as the End User maintains a subscription to the Subscription Service, provided that you remain eligible to receive a Revenue Share pursuant to the terms of this Agreement.

f) Eligibility. To be eligible for a Revenue Share, a prospect must be registered, accepted and valid in accordance with the ‘Submission, Acceptance and Validity’ section. Also, the Subscription Term must be annual with a pre-payment.

You are not eligible to receive a Revenue Share or any other compensation from us based on transactions for Other Products, based on transactions with a **just plan it** Lead (as defined below) or if: (i) the applicable End User objects to or prohibits such compensation or excludes such compensation from its payments to us or our affiliates; or (ii) the End User has paid or will pay such commissions, referral fees, or other compensation directly to you. We may discontinue Revenue Share payment should any of the eligibility criteria set forth in this subsection fail to be met at any time.

g) Submission, Acceptance and Validity. You must register each prospect with us using the partner tools we provide prior to the close of a Partner Transaction. By this, you create a Registered Prospect. To register a prospect, you must provide at least the following information about each prospect: contact first name, contact last name, email, URL, company name and plant name. We generally will accept a prospect who, in our reasonable determination: (i) is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, involved in our active sales process, or your affiliate. Notwithstanding the foregoing, we may choose not to accept a prospect in our reasonable discretion. If a prospect does not purchase the Subscription Service before its registration expires, you will need to complete the registration process again in order to re-qualify for a Revenue Share for that prospect. We will, at our discretion, accept an order and provision the Subscription Service for the End User. A prospect is not considered valid: (i) if it is not registered, (ii) if it is not accepted, (iii) if it is expired, (iv) if it exceeds the registered capacity limits or other applicable limits, or (v) after this Agreement is expired or terminated.

h) Engagement with Prospects. If a prospect is not a **just plan it** Lead or a Registered Prospect but is otherwise valid, we will not engage with that prospect except: (i) to complete the subscription process, (ii) to fulfill or enforce our obligations under an agreement with such prospect, (iii) to provide support, (iv) to conduct our standard marketing activities with prospects that have subscribed to or requested any of our marketing materials, or (iv) as otherwise permitted by this Agreement.  When we do engage, we may choose how and whether to engage with each prospect. We may elect to contact the prospects directly, whether or not such contact is by us directly or in conjunction with you.  Upon our request, you will provide us with the name and contact information of the End User, and facilitate an introduction. If a prospect is not valid then we may choose to maintain it in our database and we may choose to engage with such a prospect.

If we request, you will facilitate our participation on calls with you and various End User(s). We may request to participate on these calls in an effort to help to ensure the quality of your service delivery and for the purposes of managing the Partner Program.

**4. Revenue Share and Payment**

a) Revenue Share %. The Revenue Share amount that we will pay you depends on the Subscription Service that the End Customer chooses for minimum of one year. Namely this is 15% of the annual price independent which package the End Customer chooses.

b) Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement; and (ii) completed all information in our account information form.

**Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 3(a)(i-ii) remain outstanding for six (6) months immediately following the close of a Partner Transaction, then your right to receive Revenue Share arising from any and all Partner Transactions with the associated End User will be forever forfeited (each, a “Forfeited Transaction”). We will have no obligation to pay you Revenue Share associated with a Forfeited Transaction. Once you comply with all of the requirements in section 3(a)(i-ii), then you will be eligible to receive Revenue Share on Partner Transactions, as long as these Partner Transactions do not involve the same End User associated with a Forfeited Transaction.**

c) Revenue Share Payment. We will pay the Revenue Share amount due to you within forty-five (45) days after we received payment from your End Customer. We will determine the currency in which we pay the Revenue Share, as well as the applicable exchange rate. The currency in which the Revenue Share is paid in may be different from the currency that applies to the Partner Transaction. We will not pay more than one Revenue Share or other similar referral fee on any given partner sale (unless we choose to in our discretion) and we may apportion a Revenue Share if more than one of our partners has contributed to the close of a sale.

d) Taxes. You are responsible for payment of all taxes applicable to the Revenue Share. You will be assessed sales tax unless you provide us with a valid reseller certificate that indicates tax should not be applied to the Revenue Share amount.  All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

**5. Training and Support**

a) Partner Training and Support. We will make available to you, without charge, webinars and other resources through our website or other channels. You will encourage your sales representatives and other relevant personnel to participate in our online end-user training, as well as any training we may offer in new features and upgrades. You may be eligible to receive certain technical support offerings as described in the Program Policies. Such technical support program offerings are provided under our technical support policies in effect at the time the support is provided.

b) End User Training and Support. We will provide user training purchased by an End User as set forth in a mutually agreed upon order.  We may to communicate directly with any End User about use of the **just plan it** software and any support issues experienced.

**6.** **Trademarks**

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Partner Marks”) in connection with the Partner Program and this Agreement.

During the term of this Agreement, you may use our trademark as long as you follow the usage requirements in this section.  You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Partner Program and this Agreement; and (iii) immediately comply if we request that you discontinue use.  You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

**7. Marketing Support**

a) Partner Marketing Enablement. During the term of this Agreement we may name ourselves on our web pages, boilerplates, press releases and similar media “reseller”, “supplier” or “business partner” of the other party if the media is connected with the distribution of the **just plan it** software. Your publications require our prior approval.

b) Publicity. You will give us a quote that we can use on our website. In addition to this, you will also give a 5-star rating of our product on Capterra.

c) Guest Blogging. As a partner, you are invited as a guest blogger on our **just plan it** blog and are invited to submit relevant content for our approval.

**8.** **Proprietary Rights**

a) NETRONIC’s Proprietary Rights.  No license to any software is granted by this Agreement. The NETRONIC Products are protected by intellectual property laws. The NETRONIC Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the NETRONIC Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the NETRONIC Content, or the NETRONIC Products in whole or in part, by any means, except as expressly authorized in writing by us. NETRONIC, the **just plan it** logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

We encourage all customers and partners to comment on the **just plan it** software, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the NETRONIC Products, without payment to you.

b) End User’s Proprietary Rights. As between you and End User, End User retains the right to access and use the End User portal associated with the **just plan it** software regardless of whether you placed the order with us for an End User or made or make payments for an End User. End User will own and retain all rights to the End User Data. If we deem it to be necessary based on the relationship status between you and the End User or the particular situation, we may communicate directly with the End User and/or may port ownership of the portal associated with the **just plan it** software to the End User.

**9.** **Confidentiality**

As used herein, “Confidential Information” means all confidential information disclosed by a party ("Disclosing Party") to the other party (“Receiving Party”), (i) whether orally or in writing, that is designated as confidential, and (ii) NETRONIC customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.  The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

**10. Term and Termination**

a) Term. This Agreement will apply for as long as you participate in the Partner Program, until terminated.

b) Termination Without Cause.  Both you and we may terminate this Agreement on sixty (60) days written notice to the other party.

c) Termination for Cause.  We may terminate this Agreement and/or suspend your or the End User’s access to the NETRONIC Products: (i) upon thirty (30) days’ notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days’ notice to you of non-payment of any amount due hereunder if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if the End User violates the Customer Terms of Service or applicable local, state, federal, or foreign laws or regulations, (v) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, (vi) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers, and (vii) immediately if you use our software in a real production environment.

d) Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement without cause by us or by you with cause, shall not affect our obligation to pay you a Revenue Share, so long as the related payment by the End User is recognized by us within thirty (30) days after the date of such termination or expiration. We will not pay you fees on End User payments recognized by us after thirty (30) days after the date of such termination or expiration.  Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Revenue Share prior to the date of termination.  Except as expressly set forth in this section, you are not eligible to receive a Revenue Share after expiration or termination of this Agreement. Upon termination or expiration, a prospect is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark, and will remove all NETRONIC and **just plan it** badges and Partner Program information and references from your website(s) and other collateral. Termination or expiration of this Agreement shall not cause your or an End User’s subscription agreement to be terminated.

**11. Partner Representations and Warranties**

You represent and warrant that: (i) you have all sufficient rights and permissions to provide the prospect data to us for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Partner Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Partner Marks.

**12. Indemnification**

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Partner Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, or (d) our use of the Partner Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

**13.** **Disclaimers; Limitations of Liability**

a) Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE NETRONIC PRODUCTS, NETRONIC CONTENT, OR THE PARTNER PROGRAM FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE NETRONIC PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE NETRONIC PRODUCTS INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b) No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c) Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL REVENUE SHARE AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED PARTNER TRANSACTION IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

**14.** **Non-Solicitation**

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement.  Both you and we acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

**15.** **General**

a) Amendment; No Waiver. We may update and change any part or all of this Agreement. If we update or change this Agreement, the updated Agreement will be posted at http://just-plan-it.com/partner-program-agreement and we will let you know accordingly. The updated Agreement will become effective and binding on the next business day after it is posted. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically.

If you do not agree with a modification to this Agreement, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, this Agreement will terminate sixty (60) days after we receive this notice and our relationship will continue to be governed by the terms and conditions of the version of this Agreement applicable immediately prior to modification for the remainder of the Agreement term. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b) Applicable Law. This Agreement and all disputes with regard to this Agreement shall be governed by German Laws without reference to its international private laws and without reference to the UN Conventions on the International Sales of Goods (CISG). Place of jurisdiction for all disputes with regard to this Agreement shall be Aachen (Germany), if copyright law is involved, Cologne (Germany).

c) Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d) Actions Permitted. Except for actions for nonpayment or breach of a party’s proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e) Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

f) Compliance with Applicable Laws.  You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public.

g) Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h) Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To NETRONIC Software GmbH, Pascalstr. 15, 52076 Aachen (Germany) Attention: General Counsel

To you: your address as provided in our partner account information for you.

We may give electronic notices by general notice via our standard communication chanels and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i) Entire Agreement.  This Agreement is the entire agreement between us for Partner Program and supersedes all other proposals and agreements (including all prior versions of the **just plan it** Partner Program Agreement, if any), whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the **just plan it** software or dependent on any oral or written public comments made by us regarding future functionality or features of the **just plan it** software. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

j) Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k) No Third Party Beneficiaries.  Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l) Program Policies.  We may change the Program Policies from time to time by updating our website. Your participation in the Partner Program is subject to the Program Policies, which are incorporated herein by reference.

m) No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the NETRONIC Products, our trademarks, or any other property or right of ours.

n) Sales by NETRONIC. This Agreement shall in no way limit our right to sell the NETRONIC Products, directly or indirectly, to any current or prospective customers.

o) Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

p) Survival. The following sections shall survive the expiration or termination of this Agreement: ‘Revenue Share and Payment’, ‘Proprietary Rights’, ‘Confidentiality’, ‘Effects of Termination/Expiration’, ‘Indemnification’, ‘Disclaimers; Limitation of Liability’, ‘Non-Solicitation’ and ‘General’.

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Place, Date Place, Date

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NETRONIC Software GmbH Reseller