

CHANNEL PARTNER AGREEMENT

This Gretis India Pvt Ltd Channel Partner Agreement (this “**Agreement**”) is entered into as of the Effective Date _____ by and between “**Gretis India Pvt Ltd**” now will be addressed as “**Gretis**” and the other part “**Channel Partner**”.

WHEREAS,

- a) Gretis wants to expand access to its Services; viz a viz Hr. Outsourcing, Pay-rolling, Recruitment, Statutory Management etc
- b) Channel Partner desires to Sell Services on behalf of Gretis, and is joining hands to bring in the customer from its market research and sales activity. The customer will have an agreement with Gretis for the Services as maybe required. Channel partner will take care of complete sales life cycle and finally make sure that agreement is signed between Gretis and End-Customer, in this process the channel partner will get commissions as explained later in the Agreement further.
- c) Channel Partner may have the means and desire to sell Gretis Services in the region benchmarked for its sales and marketing outreach.
- d) Channel Partner may have the means and desire to sell value-added services or business solutions based on the Gretis Services to its customers.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, capitalized terms shall have the following meaning:

“**Accepted Opportunity**” means each Opportunity accepted by Gretis per the provisions stated in Section 3 of this Agreement.

“**Branding Guidelines**” means Gretis ' proprietary trade names, trade dress, service marks, trademarks, logos, and other distinctive branding features as provided to the Channel Partner by Gretis.

“**Channel Partner Program**” means the program, available online, and as updated from time to time where the appropriate category of Channel Partner and applicable conditions will be defined.

“**Confidential Information**” refers to non-public information that either Party may obtain from the other or have access to by virtue of this Agreement, including, but not limited to, each Party's data, inventions, algorithms, business concepts, workflow, business, financial and technical information, knowhow, proprietary information, the terms and pricing under this Agreement, and all information clearly identified as confidential or that by the nature of the information reasonably should be deemed as confidential.

“**Documentation**” means information contained in the user guides, operating manuals and web properties provided by Gretis or otherwise made accessible to Channel Partner, as may be updated from time to time.

“End-Customer” means a business entity that has executed an agreement with Gretis and has paid all fees due for the Services.

“Effective Date” means the date on which Gretis and Channel Partner have executed this Agreement, by signing the respective Partner Order (or the date of the last signature if not executed by both parties in the same date).

“Net Receipts” means the actual amount of End-Customer payments received by Gretis for Services pursuant to the execution of a Partner Order with an End-Customer, less any taxes, and discounts, markdowns and other price protection actually given.

“Opportunity” means a project or use case, within an End-Customer or a Prospect, where the purchase of services is being considered, the outcome of which is a signed Partner Order.

“Order” means the ordering documents for purchases hereunder, including addenda thereto, that are entered between End-Customer and Gretis from time to time. Orders shall be deemed incorporated herein by reference.

“Partner Order” means the ordering documents defining partnership conditions, that are entered between Channel Partner and Gretis from time to time. Partner Orders shall be deemed incorporated herein by reference.

“Services” means the Gretis Software, Documentation and Services, including any modification, improvements, alterations, translations, localizations, innovations, or changes of any kind performed on the Software, Documentation and/or Services.

“Promotional Materials” shall mean any documents and materials including manuals, advertising, promotional, display and/or other such marketing materials of or concerning the Services which the Channel Partner may use in conjunction with the distribution of the Services and for promotional purposes only.

“Prospect” means each business entity discussed with Gretis by Channel Partner as a potential customer for the Services .

“Partner Commission” means the commission payable to the Channel Partner by Gretis following the execution of an agreement between a Prospect and Gretis according to Section 4 and specified in the Channel Partner Program.

“Gretis Services” means the non-exclusive consulting, training, development, implementation or customization of services and/or advice to be provided by Gretis to an End-Customer on time and materials or fixed price basis as agreed upon with End-Customer.

“Territory” means a geographically defined area in which this Agreement is valid, set forth in the Channel Partner Program.

“Validity Period” means the validity period of six (6) months following the date Gretis has accepted the Opportunity.

2. OBJECT

2.1 Rights Granted. Channel Partner shall have the non-exclusive right throughout the Territory, during the term, and acting as an independent intermediary, to promote and advertise the Services to Prospects, for subsequent sale by Gretis, in all commercial channels of distribution, including without limitation.

2.2 Duties and Responsibilities. Channel Partner shall **(a)** conduct its business in a manner that always reflects favourably on the Services and the good name, goodwill and reputation of Gretis ; **(b)** avoid deceptive, misleading or unethical practices, that are or might be detrimental to Gretis or the Services, including false or misleading representations with regard to Gretis or the Services. Channel Partner shall not make any representations or warranties concerning prices, terms or delivery, specifications, features, capabilities or performance of the Services that are inconsistent with the Documentation, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by Gretis. Channel Partner furthermore shall: **(i)** be responsible for itself, its employees' and Companies (Gretis) compliances with this Agreement, including all applicable restrictions; **(ii)** use commercially reasonable efforts to promote and expand the Services sales in the Territory in accordance with the terms and conditions of this Agreement and applicable Indian laws and Government Regulations; **(iii)** Will be responsible for Coordinating/followup for Salary disbursement its reimbursement, reimbursement related to Earnest Money Deposit and Statutory. (iv) Will be responsible to Meet Clients and liaisoning with local Departments, Recruitment Local Employees with help of Company, Daily MIS to company for all related information not meeting any of these duties and responsibilities may result in the immediate termination for cause of this Agreement by Gretis .

2.3 Branding Guidelines. Channel Partner shall follow and fully comply with Gretis Branding Guidelines in connection with provision of Services to the End-Customer. Gretis reserves the right to modify the Branding Guidelines from time to time and shall give the Channel Partner notice of any such modification. Within thirty (30) days of receipt of notice of any modifications to the Branding Guidelines, Channel Partner shall act to assure that all Services, Promotional Materials or other promotional matters related with the Services comply with the Branding Guidelines.

2.4 Reserved Rights. All rights not specifically granted to Channel Partner hereunder are reserved by Gretis .

3. CHANNEL PARTNER OBLIGATIONS / REFERRAL OF OPPORTUNITIES

3.1 Promotion and Advertising. Channel Partner shall use commercially reasonable efforts to promote the marketing and distribution of the Services in order to conclude the maximum Services sales in the Territory. Except as expressly set forth herein or otherwise agreed in writing by the Parties. The channel partner will be provided with some promotional, marketing, advertisement material free of cost. Channel Partner shall submit to Gretis in advance, for Gretis ' prior approval, any marketing and Promotional Materials developed by the Channel Partner related to the Business Services.

3.2 Referral of Opportunities. The Channel Partner shall notify Gretis with the details of the Opportunity including, but not limited to, the description, timeline, budget, competition and the Prospect's identification, sector, market and specific needs and/or demands, as the case may be. Gretis may, in its

sole discretion, accept or reject any referred Opportunity, and Channel Partner acknowledges that Gretis may reject any Opportunity for any reason, including, but not limited to: **(i)** existing opportunities with Gretis customers (except those originating from a previous referral by Channel Partner); **(ii)** opportunities originated by Gretis and with whom Gretis is, or has been, in discussions; **(iii)** and opportunities that have already been the subject of a referral by another Channel Partner and that have been approved by Gretis. If the Opportunity is accepted Channel Partner will receive a formal notification through Channel Partner centre portal. Absence of such notification means that the Opportunity has not been accepted by Gretis.

3.3 Pursuit of Accepted Opportunities. Upon acceptance of the Opportunity, the Channel Partner is expected to continue to engage with the Prospect to further promote Gretis Services to the Prospect. Channel Partner agrees to work collaboratively with Gretis at all times and, where requested by Gretis, Channel Partner agrees to work under the direction of an Gretis senior representative. Unless otherwise explicitly requested by Channel Partner, and confirmed by Gretis, every Opportunity referral shall be deemed non-exclusive. Under certain circumstances, a Channel Partner may request exclusivity for a specific opportunity referral, and Gretis reserves the right to extend exclusivity for the opportunity referral. In the event that exclusivity of Opportunity is granted to Channel Partner, the exclusivity of the Opportunity referral will be for the duration of the Validity Period.

3.4 Opportunities Outside of Territory. In the event a Channel Partner finds an Opportunity to refer a Prospect outside of the Channel Partner's defined Territory, Channel Partner must obtain Gretis prior written consent to engage with such a Prospect. Channel Partner acknowledges that in such a case, specific rules of the applicable Territory and/or Gretis specific guidelines and directions shall apply and supersede this Agreement.

3.5 Becoming an End-Customer. If the Prospect of an Accepted Opportunity has: **(a)** not previously entered into an agreement with Gretis; **(b)** not previously been accepted by Gretis as an Accepted Opportunity being referred or introduced to Gretis by any other person, entity or Channel Partner or directly engaged by Gretis; and **(c)** not previously been documented as an End-Customer (as defined above); **(d)** and Gretis finally enters into an agreement with the Prospect of such Accepted Opportunity, this Prospect shall be considered an End-Customer for purposes of this Agreement and Gretis shall pay the Partner Commission to Channel Partner as set forth below in Section 4 and in accordance with the Channel Partner Program.

3.6 Dispute of Customer. In the event a customer is registered by two or more Channel Partners, finders or other persons, Gretis, alone and in its sole discretion, shall determine which party is entitled to a fee, if any, based primarily upon each party's contribution and time of registering the customer.

3.7 Channel Partner's Warranties. Channel Partner warrants and represents that, for each customer signed with Gretis under this Agreement, Channel Partner has the authority to make the referral on behalf of the Prospect, and that neither Channel Partner, nor any of its directors, officers, or shareholders, have a conflict of interests with the Prospect or with Gretis or is in breach of any applicable policies in making the referral.

3.8 Gretis Rights. Other than rights granted herein, Channel Partner acknowledges that nothing in this Agreement shall prevent or limit Gretis from marketing and selling its Services, in whole or in part, directly or indirectly, in the Territory or outside the Territory, to any prospective customers, or from working with other representatives, sellers, distributors or other marketing agents, without any liability to Channel Partner.

4. PARTNER COMMISSIONS AND PAYMENT TERMS

4.1 Partner Commissions. Once the Prospect of an Accepted Opportunity becomes an Gretis End-Customer within the Validity Period and payment of such End-Customer has been received by Gretis, the Channel Partner will be entitled to the Partner Commission as set forth in the Channel Partner Program. The Parties agree that the Validity Period may be unilaterally extended by Gretis notifying the Channel Partner of such extension and specifying the duration of the extension of the Validity Period.

4.2 Report. No later than the end of the calendar month following the month in which qualifying Prospect becomes an End-Customer, Gretis shall provide the Channel Partner with a written report specifying the Partner Commission to which the Channel Partner is entitled for each order received by Gretis and when that commission can be invoiced by the Channel Partner. No report will be provided if no referrals occurred. Gretis reserves the right to review the report before the commission payment in case Gretis concludes that the report sent was not aligned with the agreement signed between the Parties.

4.3 Payment terms. Partner Commission shall be based on the percentage of Net Receipts of the Services revenue received by Gretis. Partner Commission is based on the rates as set forth in the Channel Partner Program. Payment of the Partner Commission shall be made by Bank transfer. If Gretis has not received the Channel Partner's invoice for the amount mentioned in the report described in this section 4.3. within 180 days from the provision of said report, the right to receive the Partner Commission shall expire.

4.4 Taxes. The Channel Partner will bear all taxes and duties which may be levied with respect to the payment of the Partner Commission by Gretis.

4.5 Expenses. The Channel Partner will bear all expenses and travel costs it may incur with respect to the performance of this Agreement.

4.6 Currency. All payments shall be made in the INR by Gretis to the channel Partners.

5. BUSINESS MODEL, PAYMENTS /COMMISSIONS TO CHANNEL PARTNER

5.1 General Model. In order to sell Gretis services, Channel Partner must be certified by Gretis as an authorized seller, in accordance with the terms and conditions in the Channel Partner Program. After being certified as an authorized seller Channel Partner may explore selling opportunities.

5.2 Additional definitions. In addition to the definitions in Section 1, the following definitions will apply when selling:

“**Channel Partner Discount**” shall mean the percentage discounted from the then current Gretis price list for the Services.

“**EUA**” means Gretis’ End-User Agreement to be executed by End-Customers and which governs, inter-alia, the warranty, service levels, supports and maintenance relating to the Services.

“Gretis Support” shall mean any Service support provided by Gretis by telephone, e-mail or other method, in accordance with the terms and conditions of EUA, as applicable.

“Order” means the ordering through email/documents setting out the details of the Services resold by the Channel Partner to an End-Customer hereunder, that are entered into between Channel Partner and Gretis from time to time.

5.3 Rights Granted. Subject to the terms and conditions of this Section 5, when selling Gretis Services hereby grants to Channel Partner a non-exclusive, non-transferable, personal, non-sub licensable.

5.4 Channel Partners Obligations. When selling, in addition the other obligations and responsibilities foreseen in this Section and in this Agreement, Channel Partner shall (a) Train and maintain a sufficient number of capable technical and sales/pre-sales personnel having the knowledge and training necessary to **(i)** inform End-Customers properly concerning the features and capabilities of the Services; **(ii)** if applicable, provide the Training and Support to the Services in accordance with Channel Partner's obligations; **(iii)** achieve the Sales targets; **(b)** Ensure the adaptation of Services 's presentations, training and any other material of a commercial nature to the specific needs of the Territory; **(c)** Inform Gretis promptly and in writing of any facts or opinions regarding suspected Services defects, intellectual property infringement claims, customer complaints and/or other facts that may affect the performance of this Agreement or Gretis reputation or goodwill; **(d)** Promptly provide Gretis , as may be requested, with detailed information regarding **(i)** the End-Customers (subject to any confidentiality obligations), **(ii)** the course of business in the Territory regarding the Services; **(e)** Obtain and maintain all government licenses, permits, and approvals, which are necessary or advisable in case of company.

5.5 Restrictions. Unless otherwise authorized under this Section, Channel Partner will not (and will not allow any third party to **(i)** disassemble, decompile, or reverse engineer the Service processes/offers/quotations/agreements that is part of the Services ; **(ii)** copy or otherwise reproduce any mechanism/processes/systems of Services, in whole or in part, except as expressly authorized by this Section 5; **(iii)** modify the Services in any manner, except as it may be expressly directed by Gretis in writing or except as provided otherwise in this Section 5; **(iv)** disclose results of any Services benchmark tests to any third party without Gretis ' prior written consent; **(v)** use the Services in any way that is contrary to the terms and conditions of this Section 5; **(vi)** amend the EUA; **(vii)** or use the Services for any unlawful purposes.

5.6 Gretis Obligations. Gretis shall: **(a)** Provide Channel Partner with all necessary documentation and information regarding the Services ; **(b)** Provide Support to End-Customers; **(c)** Provide sales and pre-sales support to Channel Partner; **(d)** Respond to questions addressed by Partner in a timely manner; **(e)** Allow access to Territory related sales leads and deal management information using the partner portal; **(f)** Not encourage a prospective End-Customer to buy directly from it, by offering the Services at lower prices or otherwise (for this purpose the term “prospective End-Customer” shall be defined as an opportunity developed and registered by the Channel Partner and accepted by Gretis).

5.7 Prices and Commissions for Channel Partners. Gretis shall make Services and associated Services available to Channel Partner at Channel Partner as per the current price list, which may change from time to time on 30 (thirty days) written notice to Channel Partner. The commercial is as given below:

Targets for each month will be for 50 employees.

For Pay-rolling

Revenue sharing & recurring royalty	head count
10% of Net Revenues per month	(0-150)
13% of Net Revenues per month	(151-350)
15% of Net Revenues per month	(351-500)
20% of Net Revenues per month	(500+)

Targets for each month will be Rs 20,000/-.

For Hr. Outsourcing/ Recruitment/Govt Tendering

Revenue sharing & recurring royalty	
10% of Net Revenues per month	(Upto Rs. 30,000/-)
13% of Net Revenues per month	(Rs.30001 to 60,000/-)
15% of Net Revenues per month	(Rs.60001 to 90000/-)
18% of Net Revenues per month	(Rs.90001 to 1,40,000/-)
20% of Net Revenues per month	(Rs.1,40,001 to 200000/-)

Targets for each month will be Rs 30,000/-.

* If Channel partner is working on both the services then minimum Target would be Rs. 25,000/-

Note: The payments under royalty programme would be given (i) Till the customer is in same business with Gretis for which royalty /commission/payment will be given to Channel Partner. (ii) Till the channel partner services, coordinates and does not abandons client. If channel partner without information for 15 days does not communicate with client and Gretis it will be treated as unprofessional and abandonment and profit sharing will come to an end (iii) Till the channel partner is achieving targets every monthly, if the channel partner fails to achieve target consecutively for 2 months it would then be termed as “**not achieving targets**”. An immediate meeting would be called for accessing and understanding the situation, Gretis will then give solutions as maybe required and for best out put (iv) If for third month the Channel Partner fails to achieve target then it would be deemed as non performance and this agreement would come to an end and the project handover process will start and the recurring royalty will cease immediately after non-performance for 3rd month.

5.8 Agreement between Gretis and End-Customer. Channel Partner will supervise / make sure that Gretis enters into End-Customer separate agreement for Services with provisions that

(i) Channel Partner agrees not to grant any rights to any End-Customer for the Services until the above-mentioned agreement is executed between Gretis and End-Customer through Channel Partner. Channel Partner agrees not to promise End-Customer any greater rights than the ones granted in the Agreement and commits to inform End-Customer of the applicable terms and conditions.

(ii) Channel Partner will enforce this agreement between Gretis and End-Customers with at least the same degree of diligence that Channel Partner uses to enforce similar agreements for its own Services.

5.9 Seller Order. Each seller Order placed by Channel Partner shall be subject to the terms of this Agreement. The seller Order must be completed when submitted to Gretis and may not **(a)** require any concessions or obligations of Gretis other than as set forth herein or **(b)** be changed after it is submitted to Gretis, unless otherwise agreed between the Parties. Each seller Order placed by Channel Partner shall include all information required by Gretis .

5.10 Payment. Gretis shall issue an invoice for ordered Services , which shall be forwarded by Channel Partner within the terms of Service. All Payment by End-Customers will be paid directly to Gretis for Services and then Payment/commissions will be forwarded in 3 working days for the product after it has been received from customer. The payment for services will be on monthly basis. It will be the responsibility of Channel partner to collect the payments from End Customers and coordinate with Gretis every month service wise.

5.11 Currency. All payments shall be made in INR .

5.12 Taxes. All amounts payable to Channel Partner are payable in full with deduction of taxes as a professional according to Indian Income Tax rules.

5.13 Early cancellation for non-payment. Channel Partner acknowledges and accepts that its each End- customer /Subscriber to services can be interrupted and/or discontinued in the event of non-payment when the respective payment obligation (either of its entirety or a portion / instalment thereof) becomes due, as set forth. This action could result in, but not limited to, terminating contract agreement, and/or denying service and support. Subject to the terms of the Agreement, Channel Partner acknowledges and accepts that the non-payment of any due amount constitutes to a material breach and that Gretis shall have the right to immediately terminate this Agreement in accordance with Section 8 and no further commission /payment of that specific customer will be paid to the channel partner.

5.14 Specific Effects of Termination. In addition to section 8.4 below, unless the Agreement is terminated by Gretis pursuant to any breach by Channel Partner: **(i)** Channel Partner shall no longer have access to the Software (HRMS) in and to the Services (except as required to service any outstanding contracts with End-Customers) and all outstanding paid contracts with End-Customers will cease at the end of the respective term; and **(ii)** Gretis is not liable for any damages incurred by Channel Partner or any third parties as a result of the termination of Channel Partner's use of the Software (HRMS) in conformity with this section.

6. INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

6.1 Ownership. Gretis retains all right, title, and interest in and to the Services (and any copies thereof), and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial

property and proprietary rights, including registrations, applications, renewals, and extensions of such rights. The Channel Partner is not granted any rights to any trademarks or service marks of Gretis . The Channel Partner hereby assigns all necessary rights, title, and interest necessary to accomplish the foregoing ownership.

6.2 Use of Trademarks/Trade Names. (a) Trademarks. During the Term of this Agreement, Channel Partner shall have the right to advertise the Services under Gretis trademarks, marks, and trade names and in the promotion and distribution of the Services . In addition, the Channel Partner shall fully comply with all reasonable guidelines, if any, communicated by Gretis concerning the use of Gretis ' trademarks. (b) Use. The Channel Partner shall not alter or remove any of Gretis ' trademarks affixed to the Services by Gretis. Except as set forth in this Section 6.2, nothing contained in this Agreement shall grant or shall be deemed to grant to the Channel Partner any right, title or interest in or to Gretis ' trademarks. All uses of Gretis ' trademarks shall inure solely to the benefit of Gretis and Channel Partner shall obtain no rights with respect to any of Gretis ' trademarks, other than the right to market and promote the Services as set forth herein, and Channel Partner irrevocably assigns to Gretis all such right, title and interest, if any, in any of Gretis ' trademarks. At no time during or after the term of this Agreement shall the Channel Partner challenge or assist others to challenge Gretis ' trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Gretis . Upon termination of this Agreement, Channel Partner shall immediately cease to use all of Gretis ' trademarks. Gretis shall not use name, logo, and brand name of the Channel Partner, without Channel Partner's prior written approval.

7. CONFIDENTIALITY

7.1 Use and Disclosure. During this Agreement and for a period of five (5) years following its termination, each Party shall hold in confidence and not use or disclose to any third party any Confidential Information of the other Party. Each Party agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors or agents in violation of the terms of this Agreement.

7.2 Permitted Disclosures. Either Party may disclose Confidential Information of the other Party either **(i)** in response to a valid order by a court or other governmental or regulatory body, **(ii)** as otherwise required by law, or **(iii)** as necessary to establish the rights of either Party under this Agreement; provided such Party promptly notifies the other Party of such request and allows it the opportunity to object or to seek a protective order.

7.3 Non-Confidential Information. The Parties shall not be obligated under this "Confidentiality" clause with respect to Confidential Information that: **(i)** is or becomes a part of the public domain through no act or omission of the receiving Party; **(ii)** was in the receiving Party's lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; **(iii)** is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure; or **(iv)** is independently developed by the receiving Party without access to the Confidential Information.

7.4 Destruction or Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof, provided that the receiving Party shall be permitted to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic archiving and back-up procedures, or retain a back-up copy of such Confidential Information as required by law, rule, regulation or internal compliance policies, in which cases such Confidential Information shall continue to be subject to confidentiality obligations even after termination of this Agreement.

8. TERM AND TERMINATION

8.1 Term of Agreement. The Term of this Agreement will be for two years from the Effective Date. This Agreement may be renewed for successive one-year terms by both parties agreeing in writing to such renewal until the termination date. Notwithstanding the foregoing, Gretis reserves the right to modify or amend the Channel Partner Program from time to time. Gretis shall notify the Channel Partner of such modifications or amendments to Channel Partner Program. If any such modification or amendment to the Channel Partner Program is unacceptable to Channel Partner, Channel Partner's sole and exclusive remedy shall be to terminate this Agreement within thirty (30) days after such modification.

8.2 Immediate Termination. Either Party may immediately terminate the Agreement in cases of material breach of this Agreement by the other Party. For the sake of clarity, the non-payment of any kind by Channel Partner or from Client within the scheduled date is considered a material breach. In cases of exceptional circumstances either Party may evoke such termination, for: a) bankruptcy; b) death, retirement, illness, or incapacity of the other Party or key personnel and c) the acceptance of bribes and/or conviction for any criminal offence.

8.3 Termination for Convenience. Either Party may terminate the Agreement, for any reason or no reason, and without any liability towards the other Party, by giving the other Party a thirty (30) day prior written notice.

8.4 Effect of Termination. Upon the termination of this Agreement for any reason: **(a)** the Channel Partner will immediately discontinue making any representations regarding its status as set forth in this Agreement and will immediately cease any activities related to this Agreement; **(b)** all amounts owed by either party to the other will become immediately due and payable; **(c)** any assigned prospects hereunder may be pursued by Gretis or transferred to another Channel Partner in Gretis' sole discretion. Termination or expiration is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8.5 Performance Period. Irrespective of the Term of this Agreement, the parties will set Channel Partner performance review periods, for which Channel Partner may earn specific incentives as set forth in the Channel Partner Program ("Performance Period"). The Performance Period will be set for one (1) year, commencing on the Effective Date.

9. MUTUAL PROMOTION

9.1 Each Party shall provide the other with a commercially reasonable quantity of its marketing materials to best enable the other Party's sales and marketing teams to familiarize themselves with, and promote its Services and/or Gretis Services, as applicable. If the Parties determine it to be mutually beneficial, they shall develop joint materials to promote both Parties' offerings with the costs of any such materials to be mutually agreed upon between the Parties. Neither Party shall create materials that refer to the other Party's offerings without first obtaining approval of said materials from the other Party.

9.2 The Parties shall consult with each other on at least an annual basis to review the effectiveness of the cross-promotion activities and to discuss, where applicable, other opportunities that might be available for the mutual benefit of the Parties.

10. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Gretis DOES NOT GUARANTEE OR WARRANT THAT THE Services WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR COMPLETELY SECURE OR THAT Gretis WILL BE ABLE TO CORRECT ANY Services ERRORS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA OR DATA USE) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE. CHANNEL PARTNER AND GRETIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PARTNER COMMISSIONS PAID BY GRETIS TO CHANNEL PARTNER IN THE TWELVE MONTHS PRECEDING THE EARLIEST CLAIM UNDER THE AGREEMENT.

12. INDEMNIFICATION

12.1 Indemnification by the Channel Partner. The Channel Partner will indemnify Gretis and hold it harmless from and against all loss, damage, liability, cost or expense of any nature whatsoever, including, without limitation, any and all reasonable attorney's fees and court costs, arising out of or in connection with (i) the inaccuracy or breach of any representation, warranty or obligation of the Channel Partner hereunder and/or (ii) the activities of the Channel Partner in connection with the promotion, sale or collection of payment of the Services in violation of this Agreement, law or any other duty or obligation of the Channel Partner.

13. MISCELLANEOUS

13.1 Relationship of Parties. The Parties are independent contractors, and there is no employer-employee, agency, or joint venture relationship between the Parties. The Parties do not have any authority to bind the other Party by contract or otherwise to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

13.2 Compliance with the Laws. Channel Partner represents and warrants that it has obtained all required approvals of the government within the Territory in connection with this Agreement and that the provision of the services under this Agreement by the Channel Partner will comply with all applicable laws.

13.3 Assignment. This Agreement is not assignable or transferable by the Channel Partner without the prior written consent of Gretis . Any attempt by the Channel Partner to assign or transfer this Agreement without such consent shall be void.

13.4 Force Majeure. No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

13.5 Audits. During the term of this Agreement and for a period of 2 years following its termination, either Party shall maintain and not delete books and records regarding this Agreement and/or Services . Either Party may, through quality audits, inspect and audit the other Party's records to verify compliance with the rights and obligations under this agreement. Such audit may only occur once a year, following fifteen (15) business days prior written notice to the other Party. All costs in relation to any audit shall be borne by the Party carrying the audit. Parties agree to cooperate with the audit and provide the other Party with reasonable assistance and access to information. Any audit shall be performed during normal working hours in such a manner as to not interfere with the operations of the Party being audited. An audit shall not include access to internal policies, IT-systems or any other information not relating directly to the Agreement and/or Services .

13.6 Engagement of third parties by Channel Partner. The Channel Partner may not appoint or engage third parties in relation to this Agreement without the prior written consent of Gretis .

13.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

13.8 No Waiver of Rights. The failure of either Party to enforce any of the provisions of this Agreement, or the failure to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to be a present or future waiver of such provisions, nor affect the validity of either Party's right to enforce such provision in future.

13.9 Headings. The caption and the headings to clauses, sections, parts, paragraphs Partner Orders, Orders or seller Orders are inserted for convenience only and shall be ignored in interpreting this Agreement.

13.10 Agreement Drafted by all Parties. This Agreement, which the Parties have agreed to draw up in the English language, is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

13.11 Survival. Clauses and / or sections 6, 7, 10 and 11 of this Agreement shall survive termination of this Agreement.

