

Frappe Non-Exclusive Partnership Agreement

This Agreement (hereinafter referred to as “**Partnership Agreement**”) is executed on _____ (“**Effective Date**”). This Partnership Agreement, along with a duly executed “**Partnership Engagement Model**” & “**Partnership Terms & Conditions**” is collectively referred to as the “**Agreement**” (collectively “**Agreement**”).

By and Between

Frappe Technologies Pvt. Ltd., a company incorporated in India, with its registered office at D/324 Neelkanth Business Park, Vidyavihar (W), Mumbai, India (hereinafter referred to as “**Frappe**”, which term shall, unless repugnant to the context or meaning thereof, mean and include its assignees, affiliates, subsidiaries, associates, administrators and successors) of the **FIRST PART;]**

AND

_____ a company incorporated in _____, with its registered office at Registered Address _____ (hereinafter referred to as “**Partner**”, which term shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **SECOND PART;**

In addition to being a Partner, the Partner will be subject to additional terms and conditions, policies, rules, or guidelines, that may be posted on the relevant part of the Service from time to time. Partner agrees not to use such parts of the Service without reading, understanding and accepting such additional terms as may be provided. If the partner continues to avail the services of Frappe Technologies Private limited, accesses or consumes it, they signify and consent to this agreement. In addition to any terms and conditions as provided for above or herein, the following terms and conditions, and policies, as updated from time to time, apply to Partner’s interactions on the Service:

- (a) **ANNEXURE A:- Partner Terms and Conditions** (hereinafter referred to as “**Partner T&C**”)
- (b) **ANNEXURE B:- Partner Engagement Model** (hereinafter referred to as “**Partner Engagement Model**”)

Frappe and Partner are individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

PURPOSE:- The Purpose of the Agreement is to set forth the conditions under which Frappe provides Services to Partner and Partner hereby accepts the appointment, to be a non-exclusive distributor and has non-exclusive right to sub-license, market and otherwise distribute the Services in the “**Territory**” (as per clause 1.1.19 of the Partnership Agreement) on the terms, and subject to the conditions set out in this Agreement. In terms of Frappe Services, the Partner shall be obligated to promote Frappe Hosted instances to its Customers.

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the subject or context otherwise requires, the following terms and expressions shall have the following meanings respectively ascribed to them:

1.1.2. “Affiliate” means, to any person (the “**Subject**”) that, directly or indirectly controls, is under common control with, or is controlled by, the Subject, where such control is by the power, directly or indirectly, to direct or cause the direction of the management or policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise; and for the purposes of this definition, the term “**Control**”, when used with respect to any specified person, means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of such specified person, whether through the ownership of voting shares or by contract or otherwise;

1.1.3. “API(s)” or “**Application Programming Interface(s)**” means a set of software commands, functions, protocols, and objects that programmers can use to interact with a Service.

1.1.4 “Business Day” means any day (other than a Saturday, Sunday, or public holiday) on which banks in India are open for normal banking business;

1.1.5. “Certification” refers to Frappe’s process of evaluating Partner Personnel for Frappe product knowledge and practices. Certifications are provided by Frappe for the evaluated Partner Personnel that satisfy Frappe’s evaluation criteria only. Certifications are non-transferable to other Partner Personnel. Certifications are valid for the duration specified by Frappe. Certifications may be revoked by Frappe in case of non-compliance with the criteria specified by Frappe.

1.1.6. “Customer” means any person, individual, company, firm, corporation, partnership, limited liability company, government, state, or agency of a state or any undertaking (whether or not having a separate legal personality and irrespective of the jurisdiction in or under the

law of which it was incorporated or exists) to whom Service is provided by the Partner as per terms of this agreement;

1.1.7. “Data Subject” means: (i) where an applicable Data Protection Law requires Personal Data of a legal person to be protected, such a legal person; and (ii) where an applicable Data Protection Law requires Personal Data of a natural person to be protected, such a natural person.

1.1.8. “Data Protection Law(s)” means law(s) that is/are applicable for the protection of Personal Data under the governing law of this Agreement or a part of the Territory (as applicable in each instance).

1.1.9. “ERPNext Partner Portal” means the partner portal specified in Section 1.11 of Partner T&C.

1.1.10 “Frappe Cloud Terms of Use” means the terms of use of ERPNext applicable to each Customer as available at <https://frappecloud.com/terms> (or such other link as may be notified by Frappe to Partner), as updated by Frappe from time to time.

1.1.11. “Force Majeure Event” has the meaning assigned to it in Section 13.7 of the Partnership Agreement;

1.1.12. “Frappe Hosted” means hosting an instance of Servers at Frappe's premises; Servers under Frappe's control shall be considered **“Frappe-Hosted”**.

1.1.13. “Initial Term” has the meaning assigned to it in Section **10.1** of the Partnership Agreement;

1.1.14. “Licensed Marks” has the meaning assigned to it in Section 1.3 (b) of the Partner T&C;

1.1.15. “Partner Personnel” means Partner’s directors, officers, employees, contractors, agents, and all other Partner personnel.

1.1.16. “Personal Data” means information that can be used to identify a Data Subject, and is limited to the definition of ‘personal data, ‘personal information’, ‘personally identifiable information’, or a similar term under an applicable Data Protection Law.

1.1.17. “Partner-Customer Agreement” has the meaning assigned to it in Section 2.2 of Partner T&C;

1.1.18 “Services” means the services specified in Section 1 of the Partnership Engagement Model. Services are provided by Frappe for remuneration at the Website.

1.1.19 “Territory” means the territory specified in Section 2 of the Partnership Engagement Model.

1.1.20 “Trademark Use Policy” means the document published by Frappe and updated by Frappe from time to time at <https://erpnext.com/license-trademark>. In case of its unavailability at the linked webpage for any reason, the Trademark Use Policy may be obtained by a Partner from Frappe upon request.

1.1.21. “Unauthorized Customer” has the meaning assigned to it in section 2.2.(c) of the Partner T&C.

1.1.22. “User Data” means all the data and information provided by a Customer for use of a Service and may include Personal Data.

1.1.23 “Website” means the websites at the domain names erpnext.com and/or frappe.cloud, including all pages and services contained therein.

1.1.24 “Writing” includes any method of representing words in a legible form (including writing on an electronic or visual display screen) or other writing in a non-transitory form.

2. Partnership Criteria

2.1 Listing Eligibility

The Partner shall be publicly listed on the [Website](#) during the Term of this Agreement. The foregoing provision shall not apply if, in Frappe’s sole determination, the Partner is non-compliant with any criteria provided in Section 3 of the Partnership Engagement Model or when the Partner is suspended according to the Terms of this Agreement.

2.2 Partnership Benefits

During the Term of this Agreement, the Partner will receive benefits specified under Section 4 of the Partnership Engagement Model for those Services that are subscribed, purchased, or licensed by a Customer through the Partner. These benefits will cease to be provided by Frappe to Partner upon the earlier of (i) termination of this Agreement; and (ii) termination of the Customer’s agreement with Frappe or Partner, or termination of Customer’s subscription or license.(iii) Suspension of the Partner.

2.3 Partnership Fees

There shall be Partnership Fees to be paid by the Partner to Frappe as per the level of Partnership. The Partner must fulfill the minimum business commitment laid out in Section 3 & Section 5 of the Partnership Engagement Model based on which the Partner may enjoy benefits as described under Section 4 of the Partnership Engagement Model. In case of unfulfillment, the Partner can be suspended & terminated as per Section 10 of this Agreement.

2.4 Service Level Support

2.4.1. Frappe will be responsible for the provision of Level 2 service support to Customers, as described in Section 6 of the Partnership Engagement Model.

2.4.2. The Partner will be responsible for providing Level 1 service support to the Customers as defined in Section 6 of the Partnership Engagement Model.

2.5. Changes in or Discontinuance of Services

- a. Frappe reserves the right at any time to change any feature of any Service without the prior consent of the Partner. The Partner shall not have any approval rights with respect to any changes or modifications of any Service provided by Frappe.
- b. Frappe reserves the right to discontinue any Service at any time without any obligation of any kind as a result of such discontinuance.
- c. Frappe hereby agrees that it shall notify the Partner in writing of any change or discontinuation of any Service.

2.6. Compliance with Applicable Laws

The Partner hereby agrees to comply with all applicable laws during the performance of its obligations and exercise of its rights under this Agreement, including but not limited to Data Protection Law(s). The Partner shall be responsible for its Affiliates' and Partner Personnel's compliance with the foregoing requirement.

If the Partner's business is established in the EU region or is of such a nature that it offers goods and services to the individuals in the EU, the Partner must observe complete compliance with the EU- GDPR.

3. Intellectual Property Rights

3.1 Company's Ownership

The Partner hereby acknowledges and agrees that Frappe is the sole legal and beneficial owner of all rights, title, ownership, and interests in and to each and any sales, marketing, and promotional materials, and in any copyright, trademark, or another intellectual property proprietary to Frappe, including without limitation any such intellectual property in all or any part thereof.

- a. **Proprietary Notices:** Neither Party will remove any copyright, trademark, patent, or similar notices from the other Party's materials without the express written consent of the other Party.
- b. **No Reverse Engineering:** Each Party agrees not to reverse engineer, decompile, or disassemble any of the other Party's products or services (including Services), except and only to the extent expressly permitted by applicable laws. Each Party agrees to promptly report to the other Party any suspected unauthorized access, or infringement of copyright, trademark, patent, or other intellectual property rights owned or licensed by the other party and agrees to promptly and reasonably cooperate with the other Party in the investigation of such unauthorized activities.

- c. No Derivative Works.** Each Party agrees that it shall not create any derivative works based on the other Party's properties and intellectual property rights except as explicitly authorized under this Agreement.
- d. Reservation of Rights:** Except as otherwise expressly granted in the Agreement: (i) each Party owns and retains all rights, title, or interest in and to its own respective intellectual and other proprietary rights, and neither Party grants such rights to the other Party whether by implication, statute, estoppel or otherwise. Nothing in this Agreement shall be construed to grant to the Partner, and the Partner shall not claim, any rights, title, ownership or interest in and to Frappe marketing and promotional materials, or in Frappe's copyrighted material, trademark(s), or other intellectual property, other than those express and specific rights granted under this Agreement.
- e. Claims for which Frappe Is Not Responsible:** Frappe has no obligation, **and Partner shall be the sole responsible party**, regarding any claim based on any of the following:
 - i. anything provided by Partner, Partner's Customer, or a third party on behalf of Partner or Partner's Customer that is incorporated into a product or service, or Frappe's compliance with any designs, specifications, or instructions provided by Partner, Partner's Customer, or a third party on behalf of Partner or Partner's Customer;
 - ii. use of a product or service other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of the software, to the extent a claim could have been avoided by using the current release or version;
 - iii. any modification of a Service made by Partner, Partner's Customer, or a third party on behalf of Partner or Partner's Customer, or the combination, operation, or use of a Service with any other product or service, hardware device, program, data, apparatus, method, or process;
 - iv. the distribution, operation, sublicensing, or use of a Service to or for the benefit of any third party, except to the extent that such distribution, operation, sublicensing or use is done as explicitly permitted under this Agreement.

3.2 Restrictions

The Partner:

- a. Shall not at any time acquire a registration, or file and prosecute, a trademark application or applications to register any trade or service marks or any domain

- name that uses, is derived from or is otherwise identical or confusingly similar to any of the Licensed Marks, for any goods or services anywhere in the world; and
- b. Shall ensure that all Partner-Customer Agreements include the conditions specified in Section 2.2 of the Partner T & C.

4. Representations and Warranties

4.1 Partner's Representations and Warranties. The Partner hereby represents and warrants that:

- a. It is a corporation duly incorporated, organized or operating under the laws of its jurisdiction of incorporation;
- b. It has the power and capacity to enter into this Agreement and to exercise all rights and perform all obligations hereunder;
- c. All corporate and other actions required to authorize the execution of this Agreement have been taken, and this Agreement constitutes legal, valid and binding obligations of the Partner;
- d. The Partner's entry into this Agreement and its acceptance of the terms hereof are not in breach of
 - i. any regulatory or legal requirement of any jurisdiction applicable to it;
 - ii. any other agreement to which it is a party; and/or
 - iii. its memorandum and articles of association or other constitutional documents.

4.2 Service Warranty Claims and Warranty Disclaimers.

- a. The software named ERPNext is distributed under the GNU General Public License v3 WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License v3 for more details.
- b. Services (except ERPNext software) delivered and supplied to the Partner shall be subject to the warranty set out in ERPNext Terms of Use, as updated from time to time.
- c. Any warranties given by the Partner to any third party (including but not limited to Customers) with respect to any product or service (including but not limited to Service) which have been modified without the prior written consent of Frappe or which have not been expressly authorized by Frappe shall be void, and Frappe shall not be liable for the same.
- d. Any claims made by the Partner in respect to any defects of any product or service shall be made pursuant to the terms of the warranty in accordance with Frappe's standard procedures and other written instructions provided to the Partner by Frappe only. All such claims must be notified by the Partner to Frappe in writing within two (2) days of the Partner becoming aware of such claims. Any and all claim notifications must be submitted

to Frappe in writing to the official email address specified under Section 12.6 of the Non-Exclusive Partnership Agreement and must contain details of the claim made against Frappe.

- e. Frappe does not warrant that the Services, ERPNext Partner Portal, and other technology platforms and services, will be uninterrupted, secure, error-free, virus-free, accurate or complete, or that Frappe will correct all errors to the satisfaction of the Partner or Customer.

5. Limitation Of Liability

5.1 Limitation of Liability

Except as explicitly provided otherwise under the Agreement or any part thereof, neither Party shall be liable to the other Party for any claims, losses, disputes, suits or causes of action (collectively, “**claims**”) based on, or arising out of:

- a. any loss, suspension or interruption of Service;
- b. the performance of Services as instructed by the other Party or as required under the Agreement;
- c. any injury to property or otherwise;
- d. any failure of either Party’s website or online service;
- e. any errors in or in connection with either Party’s website;
- f. any lack of access to either Party’s website or online service; or
- g. any breach of security resulting in loss of User Data, except as required under a Data Protection Law.

Each Party may interrupt its website or online service at any time to perform maintenance, to address security breaches, or for any other reason, or no reason at all, with no liability to the other party whatsoever. The liabilities limited by this section including, without limitation, liability for negligence.

5.2 Scope of Limitation

The limitations of liability set forth in the section shall not apply to, nor limit the liability of a Party or its Affiliates for:

- a. a material breach of the Partnership agreement;
- b. its obligations to indemnify, defend and hold the other Party harmless;
- c. any gross negligence, fraud, or willful or intentional misconduct on the part of such Party.

5.3 Consequential Damages

Except as provided herein, in no event will either Party, or its Affiliates, independent contractors, employees, agents, licensors, or suppliers be liable to the other Party for any incidental, indirect, punitive, special or consequential damages (including lost profits or lost business opportunity) that the other Party may incur or experience by reason of its having

entered into or relied on this Agreement, or arising out of the performance of this Agreement, even if the Party to be charged was advised or knew of the possibility of such damages. The foregoing limitation will apply regardless of the form of the claim(s), in which such liability may be asserted, whether in contract, tort (including negligence) or otherwise.

5.4 Limitation on Amount of Damages

Except as provided in sections 5.3 and 5.5 of the Partnership Agreement, in no event will the cumulative damages to which either Party may be entitled under this agreement, regardless of the legal theory on which such damages may be based, exceed the amount paid (and dues accrued) by Partner to Frappe in the twelve (12) months immediately preceding the date on which the claim first arose. The existence of more than one (1) claim during the term hereof will not enlarge this limit.

5.5 Limits

The limitations on damages set forth in sections 5.3 and 5.4 of the Partnership Agreement shall not apply to, nor limit the liability of a Party or its Affiliates for

- a. A breach of Section 7 of this Partnership Agreement;
- b. breach of Section 6 of this Partnership Agreement; and
- c. any gross negligence, fraud, or willful or intentional misconduct.

6. Partner Indemnity

The Partner shall indemnify, hold harmless and, at no expense to ERPNext/Frappe, defend ERPNext/Frappe and its Affiliates (if any), and its and their respective directors, officers, employees, and authorized agents and other representatives (each a “**Company Indemnified Party**”) from and against any and all third-party claims, demands, actions, suits, proceedings, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses (including attorneys’ fees and court) arising from, or related in any manner whatsoever from

- a. any actual or alleged breach of this Agreement; and/or
- b. any actual or alleged infringement or other violation of a third party's intellectual property rights by the Partner.

7. Confidentiality

7.1 Definition of Confidential Information.

Confidential Information includes information that is provided by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) is not generally known to the public, including:

- 7.1.1 trade secrets, technical, product, business, marketing strategies, financial and other valuable business development programs or plans relating to the affairs of Frappe or its Affiliates, customers, or partners;

7.1.2 information related to Frappe's software, products and/or services, including source code, object code, APIs, programs, research, development, documentation, any technical information, and other materials related to software, products and/or services;

7.1.3 materials used for training and any other technical information provided by Frappe to the Partner and/or the Partner Personnel in the course of such training (if any);

7.1.4 information regarding Frappe's current, past and future suppliers, partners, customers and clients;

7.1.5 any information marked or notified by Frappe as 'confidential'; and

7.1.6 any information derived from the use of any of the above.

7.2 Partner Confidentiality Obligations

7.2.1. The Partner hereby agrees to keep all Confidential Information in confidence and at all times, protect and safeguard the Confidential Information of Frappe and/or its clients, and agree not to disclose, give or transmit any Confidential Information to any third parties.

7.2.2. The Partner shall not use any Confidential Information at any time (whether during the continuance of the Agreement or after its termination) for its own benefit or purposes, or for the benefit or purposes of any other person, firm, corporation, or association or other business entity. The Receiving Party shall use the confidential information of the Disclosing Party that is necessary for exercising rights and performing obligations arising from and out of this Agreement only.

7.2.3. The foregoing obligations shall not apply to the extent:

- a. the information being disclosed is or has become publicly known or known to third parties at the time of disclosure through no fault of the Disclosing Party;
- b. the information was generated independently by the third party before disclosure by the Disclosing Party;
- c. disclosure is or becomes required by applicable law or legal process, including pursuant to court proceedings, court order, applicable governmental regulation, or otherwise;
- d. such disclosure is to an advisor of the Disclosing Party who has agreed to maintain the confidentiality of such information;
- e. disclosure is or becomes necessary to facilitate the Receiving Party's performance of any obligation set out in this Agreement.

7.3 Survival

The provisions of this section shall survive the termination of the Agreement.

8. Audit

The Partner acknowledges and accepts that Frappe (or a third party on behalf of Frappe) may conduct regular audits at Frappe's sole discretion on a half-yearly basis, of the Partner's performance of this Agreement in part or in its entirety. Partner shall extend its full cooperation during such audits, including but not limited to providing access to the requested documents and Partner Personnel for the audit to be conducted by Frappe or by a third party on behalf of Frappe, and compliance by Partner to Section 1.9 of the Partner T&C.

9. Reporting and Monitoring

The Partner agrees to submit a quarterly report under Section 2.3 of the Partner T&C. Frappe may but shall have no obligation to provide a template to Partner for providing such quarterly reports. If a template has been provided by Frappe to Partner, Partner agrees to provide all such reports in the format of the template provided by Frappe.

10. Term, Suspension & Termination

10.1 Term

The initial term of this Agreement shall be for a period of **One (1) year**, commencing from the Effective Date ("**Initial Term**"). Unless terminated earlier, and subject to Section 3 of the Partner Engagement Model, this Agreement may be renewed for an equal term with mutual consent of both Parties ("**Renewal Term**"). Collectively, the Initial Term and the Renewal Term are referred to in this Agreement as "**Term**".

10.2 Termination by Frappe. Frappe may terminate this Agreement immediately and without further notice in the event that:

- a. Partner fails to perform any of the Partner's obligations under this Agreement or is otherwise in default hereunder;
- b. Frappe, in its sole discretion, determines that Partner does not meet the criteria under Section 3 of the Partnership Engagement Model and/or Section 4 of the Partnership Engagement Model as determined by Frappe from time to time;
- c. Any conduct or proposed conduct of Partner exposes or threatens to expose Frappe to any liability or obligation, including any obligation under the law; or
- d. Partner fails to perform its obligations under this Agreement in a fair, professional and workmanlike manner.

- e. Partner can be terminated if Suspension has been given for the Partner but the Partner is in continuous breach of the Agreement or not following the obligation bestowed on him through the partnership
- f. Misuse/Mishandling of customer data.
- g. Continuous performance dip for consecutive 2 quarters (assessment done by the Frappe) along with continuous poor feedback from the end customer.
- h. Discrepancies in relation to the legal entity of the Partner.

10.3 Termination by Partner. Partner may terminate this Agreement upon thirty (30) days written notice to Frappe in the event that Frappe notifies Partner of an amendment to this Agreement or an Annexure to the Partnership Agreement, and Partner does not agree to such an amendment.

10.4 Termination by Either Party

This Agreement may be terminated by either Party at any time, by a written notice being provided by the Party wishing to terminate this Agreement to the other Party, as follows:

- a. By either Party in the event that the other Party is in material breach of this Agreement, and has failed within Thirty (30) days after receipt of such written notice thereof from the non-breaching Party to cure such breach;
- b. If either Party becomes the subject of any voluntary or involuntary bankruptcy, receivership or any other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors; or
- c. If the Partner sells or assigns any of its rights and/or obligations under this Agreement without the prior written consent of Frappe, or if there is a material change in the control of the Partner.
- d. Either Party can terminate the Agreement with prior written notice of thirty (30) days to the other party without any cause(s)

10.5 Effect of Termination

- a. The Partner hereby agrees that upon written notice of termination of this Agreement, the Partner will cease all sales, marketing, and distribution of the Services.
- b. The Partner hereby agrees to remit to Frappe all amounts due and payable without any further notice or demand by Frappe upon written notice of termination of the Agreement. Partner further agrees to reimburse Frappe for any reasonable attorneys' fees and legal expenses incurred for the collection of any such amounts due and payable to Frappe.

- c. The Partner hereby agrees to cease use of any intellectual property of Frappe upon written notice of termination of this Agreement, including but not limited to, all Licensed Marks, New Marks, and all other trademarks and designs.
- d. Customer accounts created prior to the date of termination shall be allowed to choose between: (i) termination of their account; and (ii) continuation of their account with direct payments to Frappe under an agreement between Frappe and such Customer. In the case of the latter, the Partner shall not be provided with any further benefit for such an account, including but not limited to revenue sharing for such accounts.

10.6 Suspension of Partner: The Partner shall be suspended by Frappe in an event of:

- a. Non-Completion of Training within ninety (90) days from the Effective Date of this Agreement.
- b. Partner delay in relation to its obligation of revenue commitments or fault in adherence to Payment terms in accordance with this Agreement.
- c. Continuous poor feedback by the Customer about the Partner.
- d. Partner not updating PRM on a regular basis.

10.7 Effect of Suspension. The Partner shall be provided a period of 30 (thirty) days for adherence to the Non-compliance of this Agreement. In furtherance to this, Frappe shall take the following effect:-

- a. Frappe shall revoke PRM and Partner Portal access of the Partner.
- b. Frappe shall revoke Partner access to Training and Webinars.
- c. Frappe shall publicly de-list the Partner from the [Website](#)
- d. Frappe shall issue a Letter of Suspension to the Partner along with reasons and Timeline for Adherence.

11. Taxation: The taxation clause shall be applicable in accordance with the territorial location of the Partner:

11.1 Taxation for Indian Partners. Unless explicitly specified otherwise, fees paid by the Partner do not include taxes (including any form of sales tax, use tax, value-added tax, service tax, research & development tax, import or export tax, or any other form of taxation). Partner agrees to pay all such taxes without withholding or deduction. If a Partner is required to withhold or deduct any taxes from fees due under this Agreement or Order Form(s), then the Partner must notify the same to Frappe and must wait for Frappe's approval prior to the

payment. Frappe reserves the right to request more information, request proof of deduction, or deny any approval under this clause.

11.2 Taxation for Non-Indian Partners. Unless explicitly specified otherwise, fees paid by the Partner do not include taxes (including any form of sales tax, use tax, value-added tax, service tax, research & development tax, import or export tax, or any other form of taxation). Partner agrees to pay all such taxes without withholding or deduction. If a Customer is required to withhold or deduct any taxes from fees due under this Agreement or Order Form(s), then the Customer agrees to increase the amount payable to Frappe by the amount of such taxes so that Frappe receives the full amount of all moneys due under this Agreement and all Order Forms.

12. Pricing: The Partner shall be obligated to provide pricing to Customers in the applicable currency and equivalent rate as per the respective territory of the Customer. The Partner shall in no circumstance provide pricing except the applicable currency and equivalent rate as per the respective territory of the Customer. In case the Partner does not provide the same, Frappe can take necessary actions under the Agreement which may even lead to suspension or termination of this Agreement.

13. Miscellaneous

13.1 Independent contractors. The Parties are independent contractors. Any use of the term “Partner” is for convenience only. The Parties are independent contractors and do not intend to create an employer-employee relationship, joint venture, agency relationship, partnership, or fiduciary relationship.

13.2 Costs. Each Party shall bear its own costs of performance under the Agreement unless explicitly specified otherwise in this Agreement. The PartnerIf shall be responsible for all payments to Partner Personnel and related to Partner Personnel, including but not limited to fees, salaries, expenses, benefits, and taxes related to payments to such Partner Personnel. Each Party shall bear their own respective costs and expenses incurred in connection with the preparation, negotiation and execution of the Agreement and the performance of their respective obligations hereunder.

13.3. Publicity. Neither Party may disclose the terms of the Agreement to any third party without the other Party’s prior written approval.

13.4 Notices

Any notice or other communication required or permitted hereunder shall be in writing, and shall be delivered personally, or sent by certified, registered, or express mail, postage prepaid to the following address:

	Notice to Frappe	Notice to Partner
Address	Attn: Frappe Legal D/324, Neelkanth Business Park, Vidyavihar West, Mumbai, Maharashtra 400086	
Email	legal@erpnext.com	

Either Party may replace the address for notices sent to be sent by the other Party to such Party by way of a written notice to the other Party.

Any such communication shall be deemed duly given: (i) in the case of personal delivery, upon delivery and receipt of written acknowledgement thereof; (ii) in the case of registered mail, Fourteen (14) days after posting provided that if the fourteenth day is not a Business Day or delivery is made after business hours, then delivery shall be deemed to have occurred on the following Business Day; and/or (iii) and in case of electronic mail, on the first Business Day following the date on which such electronic mail is sent. Notices sent by electronic mail shall not be considered to have been duly given or delivered if the sender of the notice receives an automated error for the failure of delivery of the electronic mail.

13.5 Entire Agreement

The Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements, memoranda, understandings, and undertakings between the Parties relating to the subject matter of this Agreement.

13.6 Cooperation on Disputes

The Partner shall cooperate with Frappe in regard to any inquiry, dispute, or controversy in which Frappe may become involved and of which Partner may have knowledge. Such cooperation shall include disclosure of relevant agreements, licenses, permits, documents, financial information, and interviews of Partner Personnel. Such obligation shall continue after the expiration or termination of this Agreement.

13.7 Force Majeure

Neither Frappe nor Partner shall be liable for any delays in their performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, explosion, power blackout, earthquake, flood, severe storms, riots, strike, embargo, labour disputes, acts of civil or military authority, pandemic, war, terrorism (including

cyber-terrorism), acts of God, judicial action, unavailability or shortages of materials or equipment, failures or delays in delivery of vendors and suppliers or delays in transportation, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of or material change in applicable laws or other acts of government) (each a “**Force Majeure Event**”) that affect the performance under this Agreement. Force Majeure Event does not include theft or loss, or events caused by the negligent or intentional acts or omissions of the affected Party.

13.8 Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, neither Party will directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its Affiliates to solicit, any employee of the other Party or its Affiliates to leave the employ of the other Party or any of its Affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its Affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by the other Party or its Affiliates; provided, that this clause (b) will not apply to any individual whose employment with the other Party or any of its Affiliates has been terminated for a period of six (6) months or longer and provided further that this Section will not prohibit the general advertisement of employment opportunities not specifically targeting any employee(s) of the other Party or its Affiliates.

14. Waivers, Amendments, and Remedies

14.1. Waiver. Either Party may waive off any obligation of the other Party in Writing. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude the exercise of any other such right, power or privilege. Unless specifically stated by the Party waiving an obligation of the other Party, waiver of any obligation of the other Party shall not constitute a waiver of future instances of the same obligation by the other Party.

14.2. Amendments. Frappe may modify the terms of this Agreement, including the Annexures to this Agreement, from time to time. Unless specifically stated otherwise in this Agreement, Frappe will provide the Partner no less than forty-five (45) days’ prior notice before such changes become effective. Any modification to this Agreement will have a prospective effect only.

14.3. Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

14.4 Assignment

Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without the consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party's assets not involving a direct competitor of the other Party.

14.5 Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.

14.6 Severability of Provisions

If any provision, or any portion of any provision of this Agreement, or the application of any such provision or any portion thereof to any person, circumstance, or jurisdiction, is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision or portion thereof shall be considered severed from this Agreement. The remaining portion of such provision, the remaining provisions of this Agreement, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons, circumstances, or jurisdiction, other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Arbitration, Jurisdiction, and Applicable Law

This Agreement shall be construed in accordance with the laws of India. Both Parties shall make every effort to resolve all differences amicably, taking into consideration the cause for which the Parties have proposed to work together. In the event of any unresolved dispute, the same shall be settled in accordance with The Arbitration and Conciliation Act, 1996 (as amended or replaced by another legislation), by appointing a sole arbitrator with mutual consent. In case the Parties fail to appoint an arbitrator within sixty (60) days of notice for initiation of arbitration or notice for appointment of an arbitrator, an arbitrator may be appointed by a court of appropriate jurisdiction in Mumbai, India. The decision of the arbitrator shall be final and binding upon the Parties. The Parties shall bear their own individual costs, and the costs of the arbitration shall be borne equally by the Parties. The venue of arbitration and the seat of arbitration shall only be in Mumbai. The language of the arbitration shall be English. The courts in Mumbai, India shall have sole and exclusive jurisdiction over all disputes arising out of, or related to, this Agreement.

In Witness Whereof, the Parties hereto have hereunder set the hands of the respective authorized officials on the day and year first hereinabove written.

	For and on behalf of Frappe:	For and on behalf of a Partner:
Signature		
Name	Prakash Hodage	
Designation	VP - Accounts	

Authorized Signatures:- Partner may assent to this Agreement by (i) electronically signing the document via a Frappe acceptable electronic signature tool (ii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to (please mention the email id) legal@erpnext.com, along with a physical copy of the signed Agreement sent to “Attn: Frappe Legal, D/324 Neelkanth Business Park, Vidyavihar (W), Mumbai, India”.