

ANNEXURE-B

Partner Engagement Model

This Partner Engagement Model (“**Partner Engagement Model**”) is a part of the “**Frappe Non-Exclusive Partnership Agreement**” or “**Partnership Agreement**” executed between Frappe & the Partner. This Partner Engagement Model, along with a duly executed “**Partner Terms and Conditions**” & Frappe Non-Exclusive Partnership Agreement is collectively referred to as the “**Agreement**” (collectively “**Agreement**”).

Capitalized terms used but not defined in this Partner Engagement Model shall have the meaning assigned to them in the Partnership Agreement.

1. Services & Products:

- (a) ERPNext SaaS Plans as published on erpnext.com
- (b) Hosting on frappe.cloud
- (c) **Frappe shall be assisting Partner in delivering Enterprise Services on a case to case basis. “Enterprise Services”** means services offered by Frappe include but are not limited to Server management, All modules, Support & enterprise onboarding.

2. Territory: _____

3. ERPNext Partnership Program

At the time of execution of the Agreement, the Partner agrees to enroll for the following Partnership Program :

- BRONZE PARTNER**
- SILVER PARTNER**
- GOLD PARTNER**

The ERPNext Partner Program consists of three types of partnerships:

- (a) **BRONZE PARTNERS** can be niche ERP consulting organizations with particular specialization or companies with a new relationship with Frappe & ERPNext. They provide product knowledge and can offer implementation and support services.
- (b) **SILVER PARTNERS** are highly trained and committed to Frappe & ERPNext practice and delivering value to our customers. They have made investments and resource commitments to provide advanced product knowledge and robust Implementation services.

- (c) **GOLD PARTNERS** have met our highest criteria and have proven practice that can scale from small to large customers. They have established run rate of Frappe business and are suitably resourced to manage a wide range of customer solutions

Upon 30 days' written notice to Frappe prior to the date of renewal of the Agreement, and subject to the criteria specified for Partnership Plans below, the Partner may choose a Partnership Plan for the renewal term that is different from the then-current Partnership Plan. The following table contains the partnership thresholds / partnership criteria, that must be met by the Partner to renew the Agreement and to progress or be demoted among various partner tiers:

| Partnership Plan | Bronze | Silver | Gold |
|---|---------------|--|---------------------------------|
| Legitimate business with a website | Yes | Yes | Yes |
| Total commitment by the Partner (USD) | \$7000 | \$30000 | \$50000 |
| <ul style="list-style-type: none"> Minimum credit allocated per year (USD) | \$4200 | \$15000 | \$25000 |
| <ul style="list-style-type: none"> Partnership Fees (USD) | \$2800 | NA | NA |
| <ul style="list-style-type: none"> Support for Partner Customers hosted on Frappe Cloud (Inclusive of Support and exclusive of Frappe Cloud) | NA | <30 User Customers Support \$15000 | <50 Users Support \$25000 |
| Total commitment by the Partner (INR) | Rs. 5,00,000 | Rs.20,00,000 | Rs. 40,00,000 |
| <ul style="list-style-type: none"> Minimum credit Allocated per year (INR) | Rs.3,00,000 | Rs.10,00,000 | Rs. 20,00,000 |
| <ul style="list-style-type: none"> Partnership Fees (INR) | Rs. 2,00,000 | NA | NA |
| <ul style="list-style-type: none"> Support for Partner Customers hosted on Frappe Cloud (Inclusive of Support and exclusive of Frappe Cloud) | NA | <30 User Customers Support Rs. 10,00,000 | <50 Users Support Rs. 20,00,000 |

Frappe may, in its sole discretion and upon 30 days' written notice to the Partner, change the Partnership Plans and applicable partnership criteria specified above for future Term(s) of the Agreement.

4. Partner Benefits

The following table shows the partner benefits under this Agreement.

| Partnership Plan | | Bronze | Silver | Gold |
|-----------------------------|--|---------------|---------------|-------------|
| General Enablement | Dedicated Partner Manager | Yes | Yes | Yes |
| | Access to the partner portal | Yes | Yes | Yes |
| | Partner Evaluation & Certification | Yes | Yes | Yes |
| | 1. Minimum Frappe certified sales consultants | 1 | 1 | 2 |
| | 2. Minimum Frappe certified implementation consultants | 1 | 2 | 2 |
| | 3. Minimum Frappe certified support consultants | 1 | 2 | 2 |
| | Access to Partner Resources | Yes | Yes | Yes |
| Marketing Enablement | Program Logo | Yes | Yes | Yes |
| | Partner Listing | Yes | Yes | Yes |
| | Frappe Events & Webinars | Yes | Yes | Yes |
| Sales Enablement | Deal Assistance | Yes | Yes | Yes |
| | 1. Pre-sales and demo support | Yes | Yes | Yes |
| | 2. Sales Plan Suggestion | Yes | Yes | Yes |
| | 3. Proposal | Yes | Yes | Yes |
| | 4. Assistance in Closing a Deal | Yes | Yes | Yes |
| | Lead sharing | Yes | Yes | Yes |
| | Deal Assistance | Yes | Yes | Yes |

| | | | | |
|----------------------------|--|-----|------------------|-------------------|
| Discount Enablement | SaaS Plans | 30% | 40% | 50% |
| | Unlimited Users (Add-on) | 30% | 40% | 50% |
| | Frappe Cloud Plans/ Other add-on | 10% | 10% | 10% |
| Support | Partner support desk | Yes | Yes | Yes |
| | Priority support | No | No | Yes |
| | Unlimited Support for Partner Customers hosted on Frappe Cloud (Inclusive of Support and exclusive of Frappe Cloud) | NA | >30 User Support | >50 Users Support |

5. ERPNext Credits & Payments

(i) To enroll in the Frappe Partner Program, the Partner must purchase a minimum amount of credits (“**Purchased Credits**”) from Frappe based on the minimum credit commitment specified under Section 3 above for the Partnership Plan (Gold/ Silver/ Bronze) enrolled by the Partner. Against the purchase, the Partner shall be provided discounts which shall be enabled depending on the Plans purchased by the Partner for the Customer in accordance with Section 4 of the Partnership Engagement Model. These discounts on the plans would be enabled in the currency of purchase of the Purchased Credits. Depending on the partnership level/type as mentioned under Section 4 of the Partnership Engagement Model, the percentage of discounts will vary depending on the partnership level/type . Credits can be spent against the Customer’s subscription (for all accounts hosted on either erpnext.com or frappecloud.com). Partner shall not be entitled for any benefits if Customer chooses to subscribe to Frappe Products (erpnext.com or frappecloud.com) themselves without registering the lead in the Partner lead list. **Credits are non-refundable, and cannot be returned or redeemed for any currency or other benefits.** Unutilized Credits will expire after a period of One (1) year from the Effective date of this Agreement. For clarification, unless explicitly agreed otherwise by an authorized Frappe representative in writing, no discount or payment will be provided by Frappe to Partner for purchase of units, subscriptions, etc. by any Customer from Partner.

(ii) **Payments.** The Credits shall be purchased by the Partner and shall be _____payout as per _____**Partnership** in furtherance of the Effective day of this Agreement and during the renewal of the Agreement or as and

when a proforma invoice is generated by Frappe unless specified otherwise under the Agreement.

6. Service Level Support

(a) Part A – Level 1 Service Support

This is the initial support level responsible for basic Customer issues which will be provided by Partner. It is synonymous with first-line support, level 1 support, front-end support, support line 1, and various other headings denoting basic level technical support functions. This includes troubleshooting methods such as verifying physical layer issues, resolving username and password problems, uninstalling / reinstalling basic software applications, verification of proper hardware and software set up, and assistance with navigating around application menus. This also includes customizations in the form of custom fields, JS scripts, server scripts that are created / written for the client. Partner will be the first point of contact for the Customer. This also includes all functional support on ERPNext. Partner will be responsible for resolving functional queries of the Customers as part of L1 service support. Functional support and functional queries include support requests, or other similar communications from Customers regarding product functions, features, usage, installation, set-up, and configuration.

(b) Part B – Level 2 Service Support

These queries will be classified as L2 by Frappe and will be resolved by Frappe support. This is a more in-depth technical support level than Level 1 and will be provided by Frappe. It is synonymous with level 2 support, support line 2, administrative level support, and various other headings denoting advanced technical troubleshooting and analysis methods. Technicians of Frappe will be responsible for assisting Partner personnel in solving basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues. L2 support can be availed by the Partner directly only over the ERPNext Partner portal. L2 support will be provided by Frappe for only those accounts which have a valid direct support contract with Frappe.

Authorized Signatures:- Partner may assent to this Agreement by (i) electronically signing the document via a Frappe acceptable electronic signature tool and emailing to the email address identified in (a) below, or (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”. Frappe will countersign the Agreement and send a copy to the Partner registered email address provided.