

ANNEXURE-A

Partner Terms & Conditions

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

Capitalized terms used but not defined in this Partner T&C shall have the meaning assigned to them in the Partnership Agreement.

1. Partner Responsibilities & Obligations

1.1. In order to promote mutual business, Frappe may provide certain information regarding potential customers to Partner. Partner will promptly contact potential customers and update the status of the potential customers provided by Frappe: (i) on the ERPNext Partner Portal (as provided below); and (ii) upon request by Partner on email.

1.2. No Harm

- a. The Partner shall use commercially reasonable efforts to advertise, promote, offer and sublicense the Services in the Territory in a manner authorized by Frappe and which does not harm or damage the reputation of Frappe, ERPNext, or the Services.
- b. The Partner shall not, directly or indirectly, advertise, promote, offer, sublicense or provide any Services to any part of the Territory where such an act is at such time prohibited by any applicable laws or regulations.
- c. The Partner shall, at its own expense, obtain all registrations, licenses, and permits required under any and all applicable laws to perform its obligations and duties, and to take benefit of its rights. The Partner agrees not to engage in any conduct which would cause Frappe to be in violation of any laws of any jurisdiction.

1.3 Marketing and Promotional Material

- a. Subject to Partner’s compliance with the terms of the Agreement, Frappe hereby grants to Partner a non-exclusive, non-transferable and revocable right to advertise, promote, offer and sublicense the Services in the Territory on the terms, and subject to the conditions set out in the Agreement.
- b. The Partner may create, modify and distribute promotional materials for the Services, provided that such promotional materials must: (i) contain Frappe’s and ERPNext’s logo, identifying marks and patent markings as provided by Frappe to

- Partner from time to time (collectively, “**Licensed Marks**”); and (ii) comply with the Trademark Use Policy under Section 1.1.20 of the Partnership Agreement.
- c. The Partner hereby agrees that Frappe shall retain all right and title to all copyrights, trademarks, or other intellectual property contained in marketing material(s) relating to the Services, whether such material is provided by Frappe to Partner, or created all or in part by (or on behalf of) the Partner.
 - d. Upon written notice to Partner, Frappe may, from time to time at its sole discretion, elect to (i) discontinue any Licensed Marks and/or (ii) replace any Licensed Marks with or use new or different trademarks or service marks (“**New Marks**”). Older marks shall continue to be Frappe’s intellectual property, but the Partner must discontinue their use in marketing and promotional materials.
 - e. At all times, the Partner undertakes to use the Licensed Marks in the Territory only in accordance with such quality standards and specifications agreed from time to time with Frappe as per the Trademark Use Policy. Failure to comply with the quality control standards and specifications shall be considered a material breach of the Agreement.
 - f. The Partner undertakes, in relation to its use of the Licensed Marks, that (i) it shall not change or modify the Licensed Marks, or create any design variation in the Licensed Marks; (ii) it shall not join any name, mark or logo with the Licensed Marks so as to form a composite trade name or mark; (iii) it shall not use the Licensed Marks in any manner that reflects improperly upon the Licensed Marks; and (iv) it shall not use any other mark that is confusingly similar to the Licensed Marks.
 - g. The Partner hereby agrees to use promotional materials in an effective manner to promote the distribution and marketing of the Services.

1.4. Resources

- a. Partner shall ensure that all of its employees who are responsible for the marketing, sales, and technical support services for the Services have proper skill, training, and background, to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete all training programs.
- b. The Partner shall be responsible for all expenses incurred by it in relation to the sub-licensing, distribution, and marketing of the Services.
- c. The Partner shall ensure that Partner Personnel: (i) conduct themselves in a professional manner in support of Frappe’s policies, products, and business reputation; (ii) make no misleading or false representations regarding Services; and (iii) adopt no sales methods and make no representations with reference to the Services that are contrary to Frappe’s policies which may be notified by Frappe to

the Partner from time to time.

1.5. Training and Technical Information

Frappe shall, if considered necessary, provide the Partner, and / or the Partner Personnel with such training in the use of the Services, as Frappe considers necessary to enable the Partner or the Partner Personnel to promote or provide the Services. Frappe however does not warrant that training or information provided pursuant to this clause will be sufficient to enable the Partner and / or the Partner Personnel to adequately respond to all queries or concerns raised by a Customer. The Partner acknowledges its responsibility to refer to Frappe, as necessary, queries or concerns raised or expressed by a Customer which the Partner is unable to answer. An additional charge may be payable by the Partner in respect of the training provided by Frappe or the preparation or presentation of information by Frappe.

1.6. Description of Services

The Partner shall, neither orally nor in writing, describe any Service in any manner contrary to the descriptions contained in catalogues, advertisement, promotion materials and information furnished by Frappe to the Partner. The Partner shall ensure that no Partner Personnel makes any oral or written representation or warranty regarding the Services except for standard warranties offered by the Partner which are in effect at the time of sale. The Partner shall ensure that no Partner Personnel makes any oral or written representation or warranty from Frappe to Customer except as explicitly agreed upon otherwise by Frappe in writing. It is also agreed to by the Partner that if any oral or written representation or warranty is given to the customers without explicit written consent from Frappe, the responsibility of performance of such oral or written representation or warranty shall not be the liability of Frappe. To the extent permitted under applicable laws and unless otherwise expressly notified by Frappe to the Partner in writing, Frappe makes no warranties, whether expressed or implied, with respect to the Services.

1.7. Business Integrity Principles

1.7.1. **Compliance with Laws:** Each Party will conduct its respective business activities under the Agreement in full compliance with all applicable laws.

1.7.2. **Business Conduct.** Each Party must: (a) conduct its business activities with integrity; (b) comply with anti-corruption laws and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering; (c) ensure that none of its personnel and representatives directly or indirectly pays or offers to pay anything of value (including gifts, travel, hospitality,

charitable donations, or employment) to any candidate for political office or to any official or employee (including elected officials or any private person acting on behalf of a public sector entity) of any governmental entity, public international organization, or political party, to improperly influence any act or decision of such person for the purpose of promoting the business interests of either Party ; (d) refrain from making any unauthorized representation or commitment on behalf of the other Party ; (e) ensure that all communications to its customers and to the other Party are complete, truthful, accurate, not misleading, and include any required disclosures; and (f) refrain from retaliating against anyone who has, in good faith, reported a possible violation of the foregoing commitments.

1.7.3. Privacy and Data Security: With respect to any Personal Data transferred under the Agreement, Partner and Frappe agree that both Partner and Frappe are data controllers of the Personal Data that each Party independently processes for its own purposes. Without limiting the foregoing, each Party will:

- i. comply with the obligations imposed on it under applicable Data Protection Laws in the Territory;
- ii. provide prominent notice of its privacy practices to Data Subjects and maintain prominent link to an online privacy policy on each page of its website and/or in a reasonable location within its application and will ensure that each notice and policy complies with the Agreement and applicable data protection laws;
- iii. upon termination of the Agreement, delete or return to the other all copies of Personal Data provided by the other Party except to the extent that such Party has the right or obligation under applicable data protection laws to retain Personal Data after termination; and
- iv. refrain from transmitting unsolicited commercial communications in any manner that would violate applicable laws or that would associate either Party with the other in an unauthorized manner.

1.8. Application Programming Interfaces

1.8.1. Upon request, Frappe may provide APIs to Partner to programmatically interact with the Service. The provision and availability of such APIs may be subject to additional terms, including but not limited to payment of money by Partner to Frappe, and/or remuneration sharing between the Parties.

1.8.2. If Frappe agrees to provide access to such APIs to Partner, Partner may, in offering the Services, use such APIs in order to offer add-on services for the benefit of its Customers.

1.8.3. Partner shall not programmatically interact with the Service other than through

the use of APIs provided by Frappe.

1.8.4. Partner shall not use an API for any purpose other than purposes explicitly permitted by Frappe for such API. Partner shall not modify the Service or attempt to use any API to bypass any limit placed upon Partner's or Customer's use of the Service. Partner shall not permit or provide the ability to Customers to use any API to bypass any limit placed upon the use of the Service by such Customer.

1.8.5. Partner shall ensure that the APIs are not used in a manner that violates any provision of the Agreement.

1.9. Audit

The Partner will, upon reasonable notice and at the Partner's expense, permit officers, employees and representatives of Frappe to access Partner's premises, books, records, documents, equipment and other property relevant to the performance of the Agreement. Such access includes, but is not limited to, access for the purpose of liaison, reporting and inspection and for verification of compliance by the Partner and Partner Personnel with their obligations under the Agreement, as well as their likely capacity to continue to comply with their obligations in the future. Without limiting the foregoing, such audits may include, but need not be limited to, (a) invoices and receipts; (b) accounts for payment; (c) security and administration practices and facilities; (d) proof of Customer consent to Partner-Customer Agreement; (e) records of trainings; and (f) any other material relevant to determining the past and future effectiveness and viability of the Agreement and/or the discharge by the Partner of its obligations under the Agreement

1.10 Business Planning

Partner shall provide ERPNext with a quarterly sales forecast and mutually agreed set of pre-sales activities for the purpose of business planning.

1.11. Partner Portal

Based on the applicable partnership level provided in Annexure B, the Partner will be granted access by Frappe to a partner portal ("**ERPNext Partner Portal**"). The Partner must use and update all mandatory information on the partner portal from time to time.

1.12. Lead Registration

Partners must provide the details of the prospects they are in contact with. The Partner must submit the information required on the ERPNext Partner Portal defined in Section 1.11. of the Partner T&C.

1.13. Partner Evaluation

- a. Partner Evaluation shall be conducted by Frappe of the Partners and shall be completed by the Partner within 90 days from the Effective Date of this Agreement
- b. In an event of failure on the part of the Partner to complete the Partner Evaluation within the Stipulated time the Partner shall have to bear legitimate consequences from Frappe which can even lead to Suspension and Termination as per Clause 10 of the Non-exclusive Partnership Agreement.
- c. In case the delay is supported with a substantial reason justifying such non-completion, Frappe shall assess the circumstances of non-completion of the evaluations and provide an extension to the Partner accordingly.
- d. In the unlikely event that the Partner is unable to complete the evaluations even with the extension given by Frappe, in such cases, Frappe shall be suspending the Partner in the form of delisting the Partner from the [Partner list](#).
- e. Once the Partner completes their evaluation, Frappe shall award a “**Partner Certified**” certificate to the Partner.

2. Reselling Terms And Conditions

2.1 Additional Terms and Conditions

2.1.1. Partner may provide its own value added services in the Territory, combining Services with other products or services for its customers, independently at its own price. Pricing, scope and strategy for offering and/or providing Enterprise Services shall be discussed and must be agreed in advance by both parties for each Customer as per such Customer’s requirements.

2.1.2. Partner shall not offer to the Customer or any other third-party, any Frappe product or service, other than Services, without written consent from Frappe. If a Partner enters into any agreement with the Customers or other partners for the provision of any product or service other than Services, Frappe shall not be liable to deliver or provide such product or service.

2.1.3

2.2 Partner-Customer Agreement

- a. All prospective customers must be registered in accordance with Section 1.12 above. Frappe reserves the right to reject or refuse permission to the Partner for the sale, sublicensing or provision of any Service to such prospective customer.
- b. Any resale of the service by Partner to Customer shall be regulated as per the

- agreement and shall be subject to an agreement between Partner and the Customer (“**Partner-Customer Agreement**”) that shall specify at least the following: (i) existence and applicability of the **ERPNext Terms of Use and ERPNext Privacy Policy** along with a link to the [ERPNext Terms of Use and ERPNext Privacy Policy](#); (ii) that use of the Service(s) is subject to the ERPNext Terms of Use; (iii) that the Customer has read, understood and agrees to the ERPNext Terms of Use; (iv) prohibit the creation of an adaptation of any product or Service; (v) that Frappe reserves the right to refuse Service to any Customer for any reason; (vi) that in case of termination of the relationship between Frappe and Partner under the Agreement, Customer may, within 30 days of termination of the Agreement, choose to continue using their account with direct payments to Frappe under ERPNext Terms of Use;.
- c. A Customer that has not agreed to the Partner-Customer Agreement, or that has not been approved by Frappe, is referred to below as an “**Unauthorized Customer**”.
 - d. The Partner must maintain accurate records of the Partner-Customer Agreement, along with sufficient proof of acceptance of the Partner-Customer Agreement by each Customer. The Partner must obtain an approval from Frappe prior to using new or modified Partner-Customer Agreements. Such an approval may be provided for a standardized format that may be used by a Partner for all or multiple Customers.
 - e. In case of Partner’s failure to demonstrate sufficient proof of acceptance of the ERPNext Terms of Use by any Customer: (i) Frappe may terminate the Agreement; (ii) Frappe may terminate such Customer’s account and access to the Services; and/or (iii) Frappe may recover from the Partner losses and/or damages caused to Frappe, its personnel and/or its affiliates as a result of such Unauthorized Customer.
 - f. Frappe shall have the same unrestricted rights and access as granted by a Customer to the Partner, to all data arising from or in the course of any use by the Partner or any Customer of any Service (including in relation to and arising from any sub-licenses or services provided pursuant to any Partner-Customer Agreement). Where required by applicable law, the Partner shall obtain the consent of any relevant party for the grant of such right to Frappe.
 - g. In case of termination or expiry of the Agreement, insolvency of Partner, or any other situation where Partner is unable to continue providing its services to Customers, Frappe shall have the right to contact any or all such Customers to provide them information and/or options to continue obtaining Services directly from Frappe under an existing or new agreement between Frappe and such Customer(s).

2.3 Reporting and Records

- a. The Partner shall submit quarterly market reports for the Territory, in a format mutually agreed upon between the parties. Such reports must include at least the following: detailed information regarding market conditions, Customer contact reports, forecasts, User Data, and specific information or updates as may be requested by Frappe.
- b. The Partner shall, without undue delay, submit proof of acceptance of all Partner-Customer Agreements by each Customer to Frappe upon its acceptance by such Customer.
- c. The Partner undertakes and agrees to keep true and accurate records and books of account containing all data relating to the Services. Frappe shall have access to all such records and books of account for the purpose of verifying any amounts payable to Frappe hereunder upon ten Business Days' advance notice no more than once per calendar year unless, in Frappe's sole discretion, consistent discrepancies require quarterly reviews. Where there is a difference of 10% or more between the amount paid by the Partner to Frappe and the actual fees payable by the Partner to Frappe as determined pursuant to such verification process, the costs of such verification process shall be borne entirely by Partner.

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.