

AxCMS.net[®] Solution Provider

Contractual Agreement

between

(hereinafter referred to as the Partner)
and

Axinom Eesti OÜ
Lai 30
51005 Tartu
Estonia

(hereinafter referred to as Axinom)

§ 1 Object of Contract

This contract governs the rights and duties of the Partner and Axinom for the participation of the Partner in the AxCMS.net® Solution Provider Program during the duration of the contract. Every contract by Axinom is based on the General Terms and Conditions of Axinom GmbH.

§ 2 Services of Axinom

1. **Technical consulting & support (5 requests)**
The technical consulting and support includes answering to enquiries about installation, configuration, and development of Axinom's products and the software developed individually for the customer as well as answering to enquiries about changes to existing software installations and optimizations or analyzes.
2. **General consulting & support (10 requests)**
The general consulting and support includes answering to enquiries for general usage of Axinom products and the software developed individually for the customer.
3. **Beta-releases AxCMS.net®**
The Partner is offered all actual beta-releases of AxCMS.net® for downloading.
4. **Transfer of regional customer enquiries (leads) for AxCMS.net® projects.** Axinom forwards customer enquiries to the Partner located in the region of the customer, provided that the customer agrees to transferring his contact data.
5. **Premium Sample**
Only Partner can acquire the product "Premium Sample".
6. **AxCMS.net Express Solution**
To AxCMS.net Solution Providers, Axinom offers the possibility to use the Online Project Request. With this service we offer you exclusive prices for AxCMS.net services and projects.
7. **Closed area**
Axinom offers a closed partner area on the site www.axcms.de (download fo beta-releases, marketing materials etc.).
8. **Project cooperation**
When participating in partnership projects, Axinom provides the Visual Studio Team Foundation server (incl. Change Management, Reporting, Build Automation, Work Item Tracking and Project Site).
9. **Marketing cooperation**
Integration of the Partner in marketing activities (i.e. Sites, Mailings and Publications).

§ 3 Duties of the Partner

1. The Partner commits not to pass on information and documentation made available to them, based on the "AxCMS.net® Solution Provider" Program, to third parties and to treat them as confidential.
2. The Partner commits to start to work on customer enquiries, made available by Axinom, within one week or to return them to Axinom.

§ 4 Rights of the Partner

1. The Partner is entitled to operate under the title AxCMS.net® Solution Provider, and to use it in all of their sales and marketing activities.
2. The Partner is entitled to use the AxCMS.net® Solution Provider logo and to integrate it in their marketing materials (brochures, web-sites etc.) Axinom provides a number of versions of the logo for different purposes (use in the web, printing).

§ 5 Prices

For the services of Axinom defined in §2, the annual charge will be 995.00 USD / 750.00 Euro.

- Guaranteed Price reductions / Discount for Partners
- o 10% discount on daily rate for developing (according to price list)
 - o 10% discount on daily rate for consulting and training (according to price list)
 - o 10% discount on hosting quotations

§ 7 Duration and Termination of Contract

This contract is valid for one year (hereinafter referred to by the parties as a contract year). The contract year begins on the first day of the month following the receipt of the customer's declaration of intent.

The contract shall be automatically renewed on a yearly basis unless one of the parties to the contract submits a written cancellation notice at least three months before its expiry date. Decisive for the compliance with the aforementioned period is the date of receipt of the declaration by the party receiving the cancellation.

§ 8 Supplementary agreements or amendments

Supplementary agreements or amendments of clauses generally require a written form and the legally binding approval by signatures of the contracting parties. Should individual clauses be or become ineffective, the remaining conditions of contract remain unaffected by these.

§ 9 Other agreements

Further supplementary agreements to this contract do not exist.

(Place, Date)

Partner

(Place, Date)

Axinom