SKYBUFFER PARTNERSHIP TERMS AND CONDITIONS

Date: DD-MM-YYY

Skybuffer (name according to the location), located at (address of the relevant Skybuffer office), on the one part and

[PARTNER NAME, ADDRESS] on the other part, have concluded the present Partnership Agreement on selling Skybuffer Products and Services to the following effect:

1. Subject of the Agreement

Skybuffer’s “Intelligent Decision Dimensions” (hereinafter referred to as IDD) is a common name for the solution officially certified by SAP Integration and Certification Center. IDD comprises three components: Conversational Actions (Skybuffer SAP AI chatbot), Hybrid Chats (Skybuffer Operator Workplace) and Action Cards (SAP add-on)

Skybuffer solution of Financial and Ecological Monitoring of Travel Expenses and Reporting (hereinafter referred to as ECO EXPENSES) is an SAP Qualified Partner-Packaged Solution based on SAP *Travel & Expenses* functionality.

1. Qualification Criteria for Skybuffer Partners

Unless stated otherwise, Skybuffer deals with valid SAP Partner having one of the following statuses

* PE SELL
* PE SERVICE
* PE BUILD
1. Partner’s Use of SKYBUFFER PARTNER PORTAL

You may use SKYBUFFER PARTNER PORTAL to browse data and content applicable for your partnership program with SKYBUFFER such as general information, available licenses, incidents, etc. The availability of data and content can vary. Some content and data may be available to share with your clients.

1. Unauthorized Access to Accounts

You are to keep your account details secure and are not to share them with anyone. You must not collect or harvest any personal data of any user of SKYBUFFER PARTNER PORTAL.

1. Changes to Present Terms

If the Terms change, you will be given at least 30 days’ notice, and the new Terms will be effective after such notice period.

1. International Demonstration Environment and Services

We may allow you access to view or use free of charge SKYBUFFER Intelligent Decision Dimensions services. Additional limitations may apply to your access and use of international demonstration environment.

1. Purchase of Solutions/Services

When the Partner buys a pack or subscription using Skybuffer Add-on/Services for the Partner’s own use or their Customers’ use, the Partner is to have all necessary SAP licenses. Skybuffer does not undertake to check SAP licenses status of the Partner’s or the Partner’s Customers’ SAP systems.

The Partner takes the responsibility to make sure that all the technical requirements are met.

The Partner’s Contract for purchase is completed as soon as the Partner receive an email from SKYBUFFER confirming the fact of purchase of Solutions/Services. The performance of this contract begins as soon as the purchase is complete.

1. Pricing

Pricing and availability of Skybuffer Solutions/Services displayed through SKYBUFFER official web site are subject to change at any time prior to purchase.

1. Special Conditions

As partner, [PARTNER NAME] will get sales commission from each signed contract that is 25% from all active subscriptions. Additionally, we see [PARTNER NAME] as an implementation partner providing customers with two kinds of services:

Advisory level service to assist to gather cognitive interfaces requirements, understand and discover processes that can be automated;

Implementation and customization services (ABAP, SAP Conversational AI). Skybuffer will provide knowledge transferring and will support [PARTNER NAME] during first implementations.

In this case, there are two revenue streams for the partner:

* Re-sell revenue
* Service revenue
1. Taxes

"Taxes" mean any duties, customs fees, levies or taxes (other than income tax) associated with the sale of Skybuffer Solutions/Services, including any related penalties or interest. The Partner is responsible for any Taxes and must pay for Solutions/Services without any reduction for Taxes. The Partner must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in purchasing of Solutions/Services. The reporting and payment of any such applicable Taxes are the Partner’s responsibility.

1. Subscriptions

Subscriptions are automatically charged each billing period (annually, or another period), and the Partner may be charged not earlier than 24 hours before the beginning of each billing period.

Subscriptions are prolonged automatically for next 12 months unless termination request is sent 90 days prior to the end of term of the valid subscription.

1. Term

The Initial Agreement Term, according to this Agreement, is twelve (12) calendar months.

This agreement shall be automatically renewed (“Renewal Period”), unless:

(a) either party notifies the other party of termination for any reason and without cause, in writing, at least 60 days before the end of the Initial Agreement Term or during the Renewal Period, in which case this agreement shall terminate upon the expiry of the Initial Agreement Term or expiry of the notice given during the Renewal Period, as applicable; or

(b) otherwise terminated in accordance with the provisions of this agreement.

1. Termination

In case of termination, the entire remaining period of the subscription will be charged.

1. Rights and Restrictions

The Partner is entitled to registering and tracking their deals in the application of “My Deals” in Skybuffer Partnership Portal. Once the Partner registers their deal there, they are granted an exclusive right to keep this deal with this Customer to themselves, that is, no other Partner can work on the same deal. Skybuffer undertakes to see to it, and the only reason to violate this regulation can be the Partner’s deliberate or accidental doing harm to the image or the reputation of Skybuffer company or Skybuffer products.

After completing a transaction or paying the applicable fees for SKYBUFFER Solutions/Services, the Partner will have the non-exclusive right, solely as expressly permitted in these Terms.

1. Violation of License Terms

If the Partner violates any of the Terms, their rights may be immediately terminated, and Skybuffer may terminate the Partner’s access to SKYBUFFER PARTNER PORTAL without any refund to the Partner.

1. Restrictions

The Partner may not:

* sell, rent, lease, redistribute, sublicense any part of Add-ons/Services to any third party without informing Skybuffer or getting Skybuffer approval,
* remove any watermarks, labels or other legal or proprietary notices included in any Solutions/Services without written and signed approval from Skybuffer AS.
1. Governing Law

These terms shall be controlled and construed by the laws applicable at the place of incorporation of Skybuffer AS.

1. Dispute Resolution

This agreement shall be governed by the substantive laws of the principal place of business of Skybuffer AS. All disputes arising out of or in connection with this Agreement shall be finally settled by the ordinary court of the principal place of business of Skybuffer AS, except that Skybuffer AS may, at its own option, bring suit for collection in the country where S5 Consulting AS is located.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representative.

Skybuffer

By: By:

Print: Print:

Title: Title:

Date : Date: