**Master Partner Agreement**

This Agreement is made between Etlworks LLC, with its principal place of business located at 18 Rosemont line, Pittsburgh, Pennsylvania, 15217 and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Partner"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

is effective the date this agreement is signed by the Etlworks and Partner.

# 1. DEFINITIONS

**Software** refers to the Etlworks Integrator, including its executable binaries and associated documentation.

**Cloud Services** refers to access to the Software provided over the internet, either by Etlworks or an authorized Partner.

**License** grants the right to install and use the Software on a single server, which may be managed either by Etlworks or a Third-Party Hosting Provider and is issued by Etlworks to the Partner.

**On-premise License** grants the right to install and use the Software on a single server located on the Customer’s premises and managed by the Customer or Partner, as authorized by Etlworks for the Partner or Customer.

**Perpetual License** is a type of software license that grants the owner indefinite use of the Software without time restrictions.

**Service Renewal** grants the owner of a Perpetual License the right to continue receiving software upgrades beyond the initial year.

**Partner** refers to a reseller authorized to sell Software licenses, Cloud Services, Extended Support, and Value-Adding Services.

**Customers** refers to individuals or organizations that have purchased Cloud Services, Software, Extended Support, or Value-Adding Services through the Partner.

**Third-Party Hosting Provider** refers to cloud service providers, such as Amazon Web Services or Microsoft Azure, that offer the infrastructure on which the Software operates.

**End User** refers to the individual or organization that directly uses the Software or Cloud Services.

**Support** refers to technical assistance for the Software or Cloud Services, provided by Etlworks or the Partner to End Users.

**Extended Support** refers to additional technical assistance and professional services that customers can purchase from Etlworks or the Partner, beyond standard support.

**Value-Adding Services** refers to supplementary services provided by the Partner to Customers using the Software or Cloud Services. These services are distinct from Extended Support.

**Territory** refers to the specific geographic regions or markets where the Partner is authorized to sell Cloud Services or Software, as outlined in Exhibit 1.

# 2. APPOINTMENT

**2.1 Non-Exclusive Appointment.** Subject to compliance with the terms of this Agreement, Etlworks hereby grants Partner the non-exclusive right and authority to market and sell Cloud Services, License for the Software, Extended Support and Value Adding Services to Customers in the Territory.

**2.2 No License of Trademarks.** Nothing contained herein shall be construed as granting to partner any right or license to use any trade names, service marks, trademarks, logos and other marks (collectively, “Trademarks”), own by Etlworks.

# 3. LICENSE

The Software is licensed, not sold. Partner is considered to be an “Authorized” Partner for the Software if Partner has signed this agreement and legitimately obtained a license key from Etlworks.

# 4. OWNERSHIP OF INTELLECTUAL RIGHTS

Etlworks owns and shall retain ownership and intellectual property rights of the Software and Cloud Services.

The Partner will not have ownership and intellectual property rights of the Software and Cloud Services.

## 5. GENERAL USE

As long as the Partner complies with the terms of this Agreement, Etlworks grants the Partner a non-exclusive right to sell, install, configure, and provide services related to the Software to the Customers, under the following conditions:

* The Partner may sell the Software developed by Etlworks, Extended Support and any Value-Adding Services built on the Software by the Partner, in accordance with the terms set forth in Exhibit 1.
* Each License can be deployed on a single server, which may be owned or operated by Etlworks, the Partner, a Third-Party Hosting Provider, or the Customer, and can be accessed by an unlimited number of end users employed by the same Customer.
* In the event that either Etlworks or the Partner ceases to operate as a business, the surviving party will retain the right to continue serving the existing customers of the Software or Cloud Services that were originally re-sold by the Partner.
* The Partner is responsible for ensuring that all services provided to the Customers adhere to the terms of this Agreement and applicable laws.
* The rights granted under this agreement are non-transferable and may not be sublicensed without prior written consent from Etlworks.

# 6. LICENSE TRANSFER

6.1 License is non-transferable. The Partner may not transfer the rights to Use the Software to third parties (another person or legal entity) even if the Partner doesn’t have a need in the Software anymore.

6. 2 The Partner may not rent, lease, sublicense, lend or transfer any versions or copies of the Software to third parties (another person or legal entity) even if the Partner doesn’t have a need in the Software anymore and/or even if the Partner hasn’t used all the Licenses granted.

6.3 The Partner may make a backup copy of the Software, provided a backup copy is not installed or used on any system not belonging to the Partner. The partner may not transfer the rights to install or use a backup copy of the Software to third parties (another person or legal entity).

## 7. REVERSE-ENGINEERING

Partner acknowledges that the Software, remains a confidential trade secret of Etlworks and therefore Partner agrees that it shall not modify, decompile, disassemble or reverse engineer the Software or attempt to do so, except as otherwise permitted in this agreement. Partner agrees to refrain from disclosing the Software (and to take reasonable measures with its employees to ensure they do not disclose the Software) to any person, firm or entity except as expressly permitted herein.

## 8. LIABILITY DISCLAIMER

The Software is provided on an “as is” basis, without any representations or warranties of any kind, whether express or implied. This includes, but is not limited to, any implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. Neither Etlworks nor its Partner make any claims regarding the Software’s performance, appropriateness, accuracy, reliability, or correctness.

The Customer assumes full responsibility and risk for the use of the Software. Neither Etlworks nor the Partner shall be liable for any damages arising from the use or inability to use the Software. This includes, without limitation, direct, indirect, incidental, special, or consequential damages, including but not limited to lost profits, lost savings, business

interruption, or other losses, even if Etlworks or the Partner have been advised of the possibility of such damages.

In no event will Etlworks or its Partner be responsible for any liability beyond the actual cost paid for the Software.

## 9. AGREEMENT TERMS

This Agreement is effective for a term of one year and will be subject to review and renewal one month prior to its expiration.

The Agreement will be terminated immediately if the Partner fails to comply with any of its terms or conditions. In the event of termination, whether due to non-compliance or voluntary termination by either party, the Partner is required to:

* Remove and permanently delete the Software from all its systems and storage media.
* Revoke and remove any Redistributable Files that may have been distributed to third parties.

The Partner acknowledges that failure to meet these requirements will result in continued liability under the terms of this Agreement.

## 11. COPYRIGHT

The Software is Copyright Etlworks LLC, all rights reserved. The Software is protected by United States and international copyright laws.

## 12. OTHER RIGHTS AND RESTRICTIONS

Except for the limited licenses granted herein, Etlworks retains exclusive ownership of all proprietary rights (including all ownership rights, title and interest, and including moral rights in jurisdictions where applicable) in and to the Software. Partner agrees not to represent that Etlworks is affiliated with or approves of Partner’s software product(s) in any way.

|  |  |
| --- | --- |
| Provider: Etlworks LLC: | Partner: |

**Exhibit 1. Terms and Conditions**

**Territory:**

**Term:** One Year. This agreement, along with Exhibit 1, must be reviewed and updated one month before the expiration date.

**Effective Date:** The date when this agreement is signed by both Etlworks LLC and the Partner.

**Localization:** No.

**Provision of One-Off Services with Limited Duration:**

1. The Partner must use a dedicated paid Etlworks instance for any one-off services.
2. Standard Etlworks fees apply for on-premise environments.
3. The same instance can be used for multiple one-off projects, eliminating the need to purchase a new license for each project.
4. The projects must be one-time in nature with a limited duration (e.g., data migration to the cloud).
5. The Partner is solely responsible for delivering services to customers.
6. The Partner installs the Software on hardware managed by the Partner.
7. **Licenses per Server:** One.
8. **License Ownership:** Partner.
9. **Upgrades:** Free.
10. **Revenue Sharing for Services:** Etlworks 10%, Partner 90%.
11. **Upfront Fees:** None.
12. **Payment Collection:** Etlworks collects payments from the Partner for the use of the Etlworks instance and shares revenue from services. The Partner is responsible for collecting payments from customers.
13. **Usage Data Collection and Restrictions:** Enforced by Etlworks.

**Reselling Cloud Services Hosted and Supported by Etlworks:**

1. Etlworks will provide training materials.
2. Both Etlworks and the Partner are responsible for providing marketing materials.
3. The Software is hosted on hardware managed by Etlworks.
4. Etlworks is responsible for installation, configuration, monitoring, and bug fixing in the Software.
5. Etlworks handles customer support.
6. The Partner is responsible for regional marketing.
7. **Pricing to Customers:** Not less than the cloud subscription price listed on etlworks.com. Partner may add a premium.
8. **Licenses per Server:** One.
9. **License Ownership:** Etlworks.
10. **Upgrades:** Free.
11. **Revenue Sharing for Cloud Services:** Etlworks 80%, Partner 20%.
12. **Revenue Sharing for Value-Added Services:** Etlworks 20%, Partner 80%.
13. **Revenue Sharing for Extended Support:** 100% to Etlworks.
14. **Upfront Fees:** None.
15. **Payment Collection:** Managed by Etlworks.
16. **Usage Data Collection and Restrictions:** Enforced by Etlworks.

**Reselling Cloud Services Supported by the Partner:**

1. Etlworks will provide training materials and product binaries.
2. Both Etlworks and the Partner will provide marketing materials.
3. Etlworks is responsible for fixing bugs in the Software.
4. The Software is installed on hardware managed by the Partner.
5. The Partner manages installation, configuration, monitoring, and support.
6. The Partner handles regional marketing.
7. **Pricing to Customers:** Not less than the cloud subscription price on etlworks.com. The Partner may add a premium.
8. **Licenses per Server:** One.
9. **License Ownership:** Partner.
10. **Upgrades:** Free.
11. **Revenue Sharing for Cloud Services:** Etlworks 50%, Partner 50%.
12. **Revenue Sharing for Value-Added Services:** 100% to the Partner.
13. **Revenue Sharing for Extended Support:** 100% to the Partner.
14. **Upfront Fees:** None.
15. **Payment Collection:** Managed by the Partner, with payments to Etlworks collected on the first day of each subscription term.
16. **Usage Data Collection and Restrictions:** Enforced by Etlworks.

**Reselling On-Premise License for software Supported by Etlworks:**

1. Etlworks will provide training materials and access to the Software binaries.
2. Both Etlworks and the Partner will provide marketing materials.
3. The Software is installed on hardware managed by the Customer.
4. Etlworks is responsible for installation, configuration, bug fixes, and support.
5. The Partner handles regional marketing.
6. **Pricing to Customers:** Not less than the on-premise subscription price on etlworks.com. Partners may add a premium.
7. **Licenses per Server:** One.
8. **License Ownership:** Customer.
9. **Upgrades:** Free.
10. **Revenue Sharing for On-Premise license:** Etlworks 80%, Partner 20%.
11. **Revenue Sharing for Value-Added Services:** Etlworks 20%, Partner 80%.
12. **Revenue Sharing for Extended Support:** 100% to Etlworks.
13. **Upfront Fees:** None.
14. **Payment Collection:** Managed by Etlworks.
15. **Usage Data Collection and Restrictions:** Enforced by Etlworks.

**Reselling On-Premise License for software Supported by the Partner:**

1. Etlworks will provide training materials and access to the Software binaries.
2. Both Etlworks and the Partner will provide marketing materials.
3. The Software is installed on hardware managed by the Customer.
4. The Partner is responsible for installation, configuration, and support.
5. Etlworks will fix bugs in the Software.
6. The Partner handles regional marketing.
7. **Pricing to Customers:** Not less than the on-premise subscription price on etlworks.com. The Partner may add a premium.
8. **Licenses per Server:** One.
9. **License Ownership:** Customer or Partner.
10. **Upgrades:** Free.
11. **Revenue Sharing for On-Premise license:** Etlworks 50%, Partner 50%.
12. **Revenue Sharing for Value-Added Services:** 100% to the Partner.
13. **Revenue Sharing for Extended Support:** 100% to the Partner.
14. **Upfront Fees:** None.
15. **Payment Collection:** Managed by the Partner, with payments to Etlworks made on the first day of each subscription term.
16. **Usage Data Collection and Restrictions:** Enforced by Etlworks.

**Reselling a Perpetual License for software Supported by Etlworks:**

1. Etlworks will provide training materials.
2. Both Etlworks and the Partner are responsible for providing marketing materials.
3. Etlworks handles installation, configuration, bug fixes, and support.
4. The Partner handles regional marketing.
5. The Software is installed on hardware managed by the Customer.
6. **Pricing to Customers:** Not less than the one-time price for a perpetual license on etlworks.com. The Partner may add a premium.
7. **Licenses per Server:** One.
8. **License Type:** Perpetual.
9. **License Ownership:** Customer.
10. **Upgrades:** Free for the first year. After the first year, a service renewal is required to receive further upgrades.
11. **Revenue Sharing for Perpetual license:** Etlworks 80%, Partner 20%.
12. **Revenue Sharing for Service Renewal:** Etlworks 80%, Partner 20%.
13. **Revenue Sharing for Value-Added Services:** 100% to the Partner.
14. **Revenue Sharing for Extended Support:** 100% to the Etlworks.
15. **Upfront Fees:** None.
16. **Payment Collection:** Managed by Etlworks.
17. **Usage Data Collection and Restrictions:** Disabled.

**Reselling a Perpetual License for software Supported by the Partner:**

1. Etlworks will provide training materials.
2. Both Etlworks and the Partner are responsible for providing marketing materials.
3. Partner handles installation, configuration, and support.
4. Etlworks will fix bugs in the Software.
5. The Partner handles regional marketing.
6. The Software is installed on hardware managed by the Customer or Partner.
7. **Pricing to Customers:** Not less than the one-time price for a perpetual license on etlworks.com. The Partner may add a premium.
8. **Licenses per Server:** One.
9. **License Type:** Perpetual.
10. **License Ownership:** Customer or Partner.
11. **Upgrades:** Free for the first year. After the first year, a service renewal is required to receive further upgrades.
12. **Revenue Sharing for Perpetual license:** Etlworks 50%, Partner 50%.
13. **Revenue Sharing for Service Renewal:** Etlworks 50%, Partner 50%.
14. **Revenue Sharing for Value-Added Services:** 100% to the Partner.
15. **Revenue Sharing for Extended Support:** 100% to the Partner.
16. **Upfront Fees:** None.
17. **Payment Collection:** Managed by the Partner, with payments to Etlworks collected on the first day of each subscription term.
18. **Usage Data Collection and Restrictions:** Disabled.