



System Integrator Partner Program Program Overview

April 12, 2016

This ENTANDO SYSTEM INTEGRATOR PARTNER AGREEMENT (this "**Agreement**") is entered by and between Entando Inc., a Delaware corporation ("**Entando**"), and the entity ("**Partner**") executing the appropriate Order Form which references this Agreement. Entando and Partner may be referred to individually as a "**Party**" and collectively as the "**Parties**." This Agreement is made effective upon the date of the last signature (the "**Effective Date**"),

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Entando and Partner, agree as follows:

1. GENERAL PURPOSE:

- 1.1. The Parties are entering into this Agreement with the intent to extend their capabilities to deliver value to their clients. It is expected that the Parties will benefit from this Agreement by expanding the breadth of their individual capabilities and leveraging their combined strengths. It is further expected that the leverage of their combined resources through this Agreement will result in increased business for the Parties. This agreement is intended to include all the affiliates of both parties (Sorint.Spain, Sorint.Sec, Sorint.Pro, Sorint.uk, Sorint.de, Entando Inc., Entando srl).

2. ENTANDO PARTNER SERVICE PROGRAM:

- 2.1. Partner will be entitled to the benefits of the Entando Partner Program as described in this Agreement entered into between the Parties;
- 2.2. Partner may purchase Services described in Exhibit A; every purchase will be subjected to a separate agreement and /or Order Form.

3. MARKETING ACTIVITIES

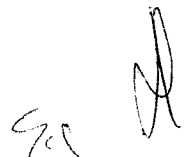
- 3.1. Entando may include the Partner company logo and profile on the Entando website;
- 3.2. Partner may include the Entando company logo on the Partner website in accordance with the current Entando Trademark Policy;
- 3.3. Each party may refer to the other as a business partner in connection with this Agreement;
- 3.4. Each party may issue a press release announcing the partnership agreement. Each party should provide a quote from an executive to support the other party's press release.

4. OWNERSHIP OF ENTANDO.

- 4.1. Entando is and at all times shall remain the sole and exclusive owner of all rights and interests to the Entando Platform, Entando Brands and of any and all Intellectual Property Rights related thereto, including developments therefrom, unless otherwise provided under the terms of this Agreement.

5. CONFIDENTIALITY.

- 5.1. The terms of this Agreement and information and data that either party has received or will receive from the other party and other matters relating to the respective businesses of the parties is proprietary and confidential information of the disclosing party ("Confidential Information"), including without limitation any information that is marked as "confidential" or should be reasonably understood to be confidential or proprietary to the disclosing party and any reference manuals compiled or provided hereunder;
- 5.2. Each party agrees that for the Term and for two (2) years thereafter, it will not disclose to any third party nor use for any purpose not permitted under this Agreement any Confidential Information disclosed to it by the other party. The nondisclosure obligations set forth in this Section shall not apply to information that the receiving party can



document is generally available to the public (other than through breach of this Agreement by the receiving party) or was already lawfully in the receiving party's possession at the time of receipt of the information from the disclosing party.

6. TERM AND TERMINATION

6.1. The term of this Agreement will be for 24 months commencing on the Effective Date.

6.2. Either party shall have the right to unilaterally terminate this Agreement, without prior notice, if the other party:

- a. breaches any material term or condition of this Agreement, and has failed to cure such breach within ten (10) days after written notice of such breach.
- b. is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; or
- c. becomes the subject of any involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

In any such termination event, Partner shall have the right to immediately terminate the Agreement, while Entando shall be required to provide Partner 30 days written notice, provided however that Entando shall have the right to terminate this Agreement, without any notice, if Partner violates a breach of confidentiality or enters into partnership with a direct competitor of Entando.

6.3 This Agreement may also be terminated by the written consent of both Parties.

7. NOTICES.

7.1. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service), as follows:

If to Entando:

Entando Inc.
600 B Street, Suite 2300
San Diego, CA 92101

If to Partner,

Company Name: Sorint.lab S.p.A.
Address: Via Zanica, 17
City/State/Zip: Italy, 24050 Grassobbio (BG)



8. INDEPENDENT CONTRACTORS.

8.1. The parties to this Agreement are independent contractors. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

9. GOVERNING LAW and JURISDICTION.



9.1. This Agreement shall be governed by and construed in accordance with the laws of the state of California ("State"). Each party hereto irrevocably submits to the exclusive jurisdiction of the State for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby or thereby. In any case, the Parties might be encouraged in the event of litigation the use of mediation conciliation.

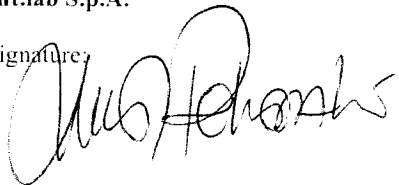
10. AMENDMENT.

This Agreement may be amended only with the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written below.

Partner: **Sorint.lab S.p.A.**

Authorized Signature:

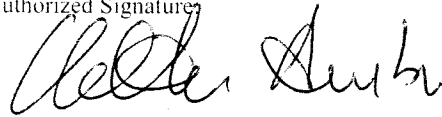


Printed Name: **LUCA PEDRAZZINI**

Date: 12 April 2016

Entando Inc.

Authorized Signature:



Printed Name: **WALTER AMBU**

Date: 12 April 2016

Exhibit A

Entando Partner Service Program Overview

1. Objective

The Entando Inc. System Integrator Partner Program is designed to help SI's increase revenue for projects built using Entando software and services. The goal of Entando's SI Partner Program is to reduce the upfront investments required to join the program and to reduce the cost to participate in the program. Additionally, the program provides services to partners for marketing, demand generation, and for pre-sales and post sales support.

2. Partner Fees

No Annual fee.

3. Financial Benefits

A.) Referral Commissions:

Subscription (Product Resale Commissions): Entando provides 7% commission for all leads registered with Entando, in which results in an Entando-led sale.

Services: Entando additionally provides a 2% commission for all sales of Entando services. (Note: requires signature of separate referral agreement.)

B.) Resale Commissions (PRODUCT): Entando provides a commission on all partner led resales of Entando based on the commission table below. (Note: requires signature of separate reseller agreement.)

SI Partner (Product) Resale Commission Table

LEVEL	Regions	Standard Commission
SILVER	In all regions	Up to 23% ¹

C.) Tier 3 Service Commission. Partner is entitled to a 10% commission on all product resale transactions regardless of their source. Partner will provide Entando with the necessary infrastructure, resources, methodologies, software programs, tools and management services to facilitate and conduct Entando's Tier 3 Product Support Service. Entando will retain ownership and responsibility of the bug fixes, patch releases and software updates. Entando reserves the right to withhold both the commissions and offer of the Tier 3 Product Support Service in markets that cannot be supported or sustained by Partner.

¹ Dependent on sales participation – see Partner Resell Compensation Model

4. Technical Benefits and Sales Support

Partners also gain access to the Entando Partner Portal which provides access to documents and services in support of customer engagements.

The following benefits are also available to partners:

- 4.1. Official Training:** Partners can purchase official training at a discounted rate based on their commission level shown in the table above. Group training sessions (on site) are also available at a discounted rate.


Training Credit: Partner will be entitled to two (2) free training sessions per active region (Italy, UK, Germany, Spain). Training will be provided at Entando's corporate offices. Alternatively, training can be provided at the Partner's facility (onsite). Onsite training assumes a full reimbursement of travel expenses as well as compensation for any extended period of stay. The Training Credits herein are designed to be used for Partner training only.

- 4.2. Pre-sales Support:** Partners new to Entando can also request support for pre-sales activities such as technical correspondence, demonstration and proof of concept installations.

- 4.3. Post Sales Support:** Partners can also subcontract Entando to support post sales activities. Entando can provide support for **customer installations** with:

- discounted rates on developer support (non-bug fix, non-coding, on the phone tech support)
- discounted rates on Consulting Services (professional services)

Entando will provide **post installation** support to SI partners by:

- providing to SI one additional customer contact per project to enable the SI to help coordinate bug fixes for their customers,
 - e.g., if an SI partner sells to customer X, a Premium+ subscription, Customer X will have 3 customer contacts (people who can call Entando and submit bugs), while the SI would have an additional customer contact so they can call Entando and coordinate support for their customer. (Customized support programs for individual customers (must be negotiated with Entando per project.).
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5. Other Benefits & Agreements

Entando and Partner will commit to the following:

- 5.4. Managed Services:** Entando agrees to grant Partner, exclusive rights to supply Entando's Managed Service, on behalf of Entando. Partner must offer this new service as a fully branded, Entando OEM'd service (White Labeled). Entando will be the Prime on any Managed Service opportunity; Partner will serve as subcontractor. Exclusive Managed Services will be limited to current, operating markets (Italy, UK, Germany, Spain). The Managed Services offering must assume reasonable, competitive rates (within a 10% variance of market). Entando will take a 15% fixed margin (processing fee) on any Managed Services rendered by Partner unless otherwise agreed by both parties.

- 5.5. Product Support Service:** Entando agrees to grant Partner, exclusive rights to supply Entando's Product Support Service in active, regional markets (currently Italy, UK, Germany, Spain). Entando will seek to migrate existing customers onto this model (upon subscription renewal); however, existing customers can opt to keep current agreed service/support model if necessary. Partner must offer this new service as a

fully branded, Entando OEM'd service (White Labeled). All correspondence and interfaces must be branded with Entando. Entando will be the Prime on any Product Support opportunity; Partner will serve as subcontractor. All resale transactions, regardless of source, will include a 10% commission for Partner to provide this service unless otherwise agreed by both parties. Active markets require the following regional support infrastructure.

- Regional Specific SLAs (based on localized operating hours)
- Regional Specific Phone Number (local contact numbers)
- Regional Specific, Entando Branded, Web Portal & Ticket Management System (can be a single portal with multi-locale)
- Regional Language Support (on all correspondence - phone, email and website)
- Full, White Labeled, Entando Branded Service (on all customer correspondence)
- Entando's Access to all support management, ticketing, phone logs, systems and tools used by Partner to provide a consistent, uninterrupted service. Service transition between Tier 2 and Tier 3 should be seamless to the customer and all correspondence will flow through systems provided and managed by Partner.

Partner will provide Tier 1 & 2 services. Entando will provide the Tier 3 services. Both Entando and Partner will utilize the support infrastructure provided by Partner (for Tier 1, 2 and 3 support). Entando will provide for the appropriate email accounts and email groups for notifications and escalations as well as a reasonable period of support for service transition.

- a. **Tier 1 Support:** Trouble ticket opening, escalation, and coordination of information. Tickets can be opened through the Entando branded web interface or through phone calls to the Entando support number (white labeled via Partner). Tier 1 support staff coordinates with Tier 2 support staff after opening trouble ticket. Tier 1, Entando branded support will be provided solely by Partner.
- b. **Tier 2 Support:** Technical configuration support. Over the phone support allows Entando (via Partner) technical experts to help customer / SI partner through configuration errors, installation of patches and software updates. Tier 2, Entando branded support will be provided solely by Partner.
- c. **Tier 3 Support:** Code fix support. When an issue is escalated to Tier 3, Entando experts accept, respond and fix the issue. Entando will provide access to bug fixes, patches, security patches and/or software update as necessary and in accordance with service commitments. Entando will be the sole provider of Tier 3 Support Services. Entando will utilize Partner's ticketing and communication platform to provide a seamless and consistent service experience.


Entando and Partner will agree terms of support in a Product Service Agreement. They must contain:

- a. Service Quality Standards – assumptions for service conduct
- b. Performance Criteria - SLA's, deliverables, and requirements
- c. Escalation Model – process for escalation and resolution
- d. Termination Clauses – Conditions for termination of service if Partner is unable to meet service quality and performance standards

5.6 Professional Services

Aim of the contract is to maintain Entando personnel focused on Entando product development maintaining a low percentage of professional services delivered directly. Entando agrees to grant Partner, non-exclusive rights to supply Entando's professional Service (Solution Architect, Implementation Specialists, Developer...), on behalf of Entando. Partner must offer this new service as a fully branded, Entando OEM'd service (White Labeled). Entando will be the Prime on any Professional Service opportunity; Partner will serve as subcontractor. Exclusive Professional Services will be limited to current, operating markets (Italy, UK, Germany, Spain). The Professional Services offering must assume reasonable, competitive rates (within a 10% variance of market). Entando will take a 15% fixed margin (processing fee) on any Professional Services rendered by Partner unless otherwise agreed by both parties.

- 5.7. Training Centre:** Entando agrees to grant Partner, exclusive rights to host Entando's Training services at Partner's facilities (limited to UK, Germany and Spain). Training Centres must be equipped with adequate conference rooms, telecommunications, projectors, parking, restrooms and whiteboards. Training must be conducted by a certified instructor and can be provided by either Entando or Partner. Partner must offer this new service as a fully branded, Entando OEM'd service (White Labeled). Entando will be the Prime on any Training opportunity; Partner will serve as subcontractor. Partner is entitled to a 20% facility fee (assumes training is conducted in a Partner Training Centre). Entando will retain a 20% processing fee unless otherwise agreed by both parties. The entity conducting the training (either Entando or Partner) will be entitled to the remaining 60% training fee. In the event that no certified trainer is available, Entando reserves the right to provide training in its current form. Custom, Implementation Training or Onsite Customer Training is not applicable.

- 5.8. Cloud Hosting:** Entando agrees to grant Partner, exclusive rights to serve as Entando's Cloud Hosted Solutions provider. Partner must offer this new service as a fully branded, Entando OEM'd service (White Labeled). Entando will be the Prime on any Cloud Hosting opportunity; Partner will serve as subcontractor. Exclusive Managed Services will be limited to current, operating markets (Italy, UK, Germany, Spain). The Cloud Hosting Services must assume reasonable, competitive rates (within a 10% variance of market). Entando will take a 20% commission (processing fee) on any Cloud and Hosting Services rendered by Partner unless otherwise agreed by both parties. Entando and Partner will build the On-Prem/Off-Prem service atop of Red Hat's OpenShift framework (via a supported container).
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6. Entitlements

Entando will commit to the following:

6.1 Technical Board Position: Partner will retain one (1) seat on Entando's Technical Board. This role will include periodic business reviews with visibility and influence over Entando's product Roadmap.

Entando and Partner will commit to the following:

6.1 Virtual Offices: Entando and Partner will both make their offices and operating locations available for:

- Business Addresses (listed as corporate locations on Entando and Partner websites)
- Mail Handling (Mail and packages received, signed for and held for pickup)
- Receptionist/Answering Service (When/Where available. Voicemail with remote access).
- Meeting Facilities (When/Where available. Meeting Rooms, Video/Projector, Telephone, etc)

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- Temporary Workspace (Parties agree to provide, with reason and when available, adequate workspace for short term use or visiting parties; not to exceed 3 days)

