



Partner Agreement

Agreement Between Intelligent Automation GmbH and Partner

Effective Date: [Insert Date]

Parties: Intelligent Automation GmbH ("the Platform") and [Partner Name] ("the Partner")

1. Scope of Agreement

This agreement defines the partnership terms between Intelligent Automation GmbH and the Partner for participation in the Automation Patterns marketplace. It includes onboarding criteria, revenue sharing, exclusivity, quality standards, and marketing responsibilities.

2. Annual Fee

2.1 Annual Fee Introduction

The Partner is subject to an annual Automation Patterns marketplace fee to maintain their offerings on the marketplace. This fee will apply only after the initial successful establishment phase of the Automation Patterns marketplace program and at least one successful sales transaction via the platform. The amount of the fee will be communicated in advance.

3. Onboarding Criteria

The Partner agrees to meet the following criteria to onboard their offerings to Automation Patterns marketplace:

- **BPMN Process:** The business process must be designed using Intelligent Automation GmbH's toolset.
- **Technical Services:** All technical services must be uploaded and correctly mapped
- **Pricing:** Clear and consistent pricing must be defined for all offerings.
- **Partner Agreement:** The Partner must sign and agree to the terms of this agreement.



There is **no onboarding fee**, but the Partner is expected to meet all quality and compliance requirements at their own effort and expense.

4. Exclusivity and Competition

4.1 Exclusivity of Offerings

For the duration of this agreement, other marketplace partners who specialize in solutions or process patterns pertaining to the same specific business process will not be permitted to offer competing solutions on Automation Patterns marketplace.

4.2 Competitor Exclusion

Direct competitors operating in the Intelligent Automation, consulting, or implementation market (e.g., Deloitte Digital) are prohibited from offering solutions on the Automation Patterns marketplace. It is expected that such entities will maintain their own marketplaces for templates and solutions.

5. Marketing and Sales

5.1 Platform-Driven Activities

Intelligent Automation GmbH will primarily drive marketing and sales activities for the marketplace and its offerings.

5.2 Shared Campaigns

Shared marketing and sales campaigns are encouraged. Such initiatives must be planned in advance and agreed upon as joint investment projects between Intelligent Automation GmbH and the Partner.

6. Revenue Sharing

6.1 Monetary Transactions

Each monetary transaction initiated by platform sales and marketing activities will incur a charge by Intelligent Automation GmbH.

6.2 Revenue Distribution

Revenue from these transactions will be allocated as follows:

- **20%** retained by Intelligent Automation GmbH.
- **80%** assigned to the Selling Partner.



6.3 Revenue Transfer

Revenue shares will be transferred to the Partner after payment is received ("cash-in") from the customer. Transfers will occur on a monthly basis or at another agreed interval.

7. Partner Responsibilities

7.1 Product Quality

The Partner assumes full responsibility for the quality of their products and services offered on the Platform, ensuring compliance with applicable regulations, industry standards, and customer expectations.

7.2 Maintenance and Updates

The Partner is responsible for ongoing product maintenance, including:

- Bug fixing
- Regular updates
- Enhancements to maintain functionality and quality

7.3 Support

The Partner must provide timely customer support to address issues or complaints related to their products or services.

8. Intellectual Property Rights

8.1 Ownership

The Partner retains full ownership of their intellectual property related to their products and services. Intelligent Automation GmbH will not claim ownership but only acts as a man in the middle for accelerating and scaling the sales transactions.

8.2 Promotional Use

The Platform is authorized to use materials provided by the Partner for marketing and promotional purposes.

9. Indemnification



The Partner agrees to indemnify and hold Intelligent Automation GmbH harmless against any claims, damages, or liabilities arising from:

- The quality or performance of their offerings
 - Non-compliance with regulatory or industry standards
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10. Termination

10.1 Termination Rights

Either party may terminate this agreement with [Insert Notice Period] written notice.

10.2 Post-Termination Obligations

Upon termination:

- Outstanding revenue shares will be settled within 30 days.
 - The Partner's offerings will be removed from the marketplace unless otherwise agreed.
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11. Governing Law

This agreement is governed by Austrian law. Any disputes arising from this agreement will be resolved under the exclusive jurisdiction of the courts in Salzburg, Austria.

12. Confidentiality

Both parties agree to maintain confidentiality of proprietary or sensitive information shared during the course of this agreement.

13. Miscellaneous

13.1 Entire Agreement

This agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

13.2 Amendments

Any modifications to this agreement must be in writing and signed by both parties.



14. Signatures

For Intelligent Automation GmbH

Name: _____

Title: _____

Date: _____

Signature: _____

For [Partner Name]

Name: _____

Title: _____

Date: _____

Signature: _____