



**CRAFTER PARTNER AGREEMENT
SYSTEM INTEGRATOR PROGRAM ADDENDUM**

Company	_____ (“Partner”)
Effective Date	_____
Agreement	Crafter Partner Agreement set forth at http://www.craftersoftware.com/legal/agreements/crafter-partner-agreement-emea and any amendments thereto (“Agreement”)

This System Integrator Program Addendum (“Addendum”) is by and between Crafter Software Corporation, a Delaware corporation, with its principal place of business at 1800 Alexander Bell Drive, Suite 400, Reston, VA 20191 USA (“Crafter”) and Partner. Capitalized terms used and not defined in this Addendum have the meanings set forth in the Agreement. The parties agree that this Addendum and the Agreement supersede any and all previous agreements entered into between the parties.

This Addendum incorporates the Agreement by reference and sets forth the details of the Crafter Partner Program in which Partner is enrolling. In consideration of the mutual covenants set forth in this Agreement and intending to be legally bound, the parties agree as follows:

1. **Partner Enrollment.** The partner program level, Territory, and Term are set forth below.

Crafter Partner Program Level	Territory	Term
Systems Integrator: SILVER	EMEA	1 year from the Effective Date

2. **Fees.** The currency and payment terms for all Fees is set forth below.

Currency	Payment Terms
US Dollars	30 days from date of invoice

The Fees for the partner program are set forth below and are due upon execution of this Agreement.

Partner Program Fees
\$0

The Fees for the Crafter Products are set forth below:

Term	Partner Margin: PLATINUM
Initial term	10% off then-current list price
Up-Sell	10% off then-current list price
Renewal	10% off then-current list price

Partner acknowledges and agrees that the term for Crafter Products sold to End Users must begin at the start of the End User project development, regardless of when the project goes into production. Partner must adhere to the renewals process and metrics as defined by the Crafter sales team from time to time.

Partner will submit an Order Form to Crafter for each resale of Crafter Products. Fees are due and payable within thirty (30) days of the date of purchase. Partner will ensure that each End User purchasing a Crafter Product agree to the Crafter End User subscription agreement in effect at the time of purchase.

3. **Services.** Crafter will provide the following Services to Partner:

3.1 **Partner Assistance.** Crafter will provide support to Partner, for non-End User related technical issues only, at a level similar to Crafter’s Silver level support for End Users.

3.2 **Training.** Partner must have a minimum of 2 resources attend Crafter’s Developer Training Course provided by Crafter.



3.3 Pre-Sales Assistance. Crafter will use commercially reasonable efforts to support Partner in its pre-sales and product demonstration activities.

3.4 Non-Exclusivity. Crafter reserves the right to work with any partner on a given sales opportunity but will make commercially reasonable efforts to support partner within a given opportunity.

3.5 Professional Services. Crafter will provide a 20% discount off list pricing for Crafter professional services procured by Partner for End User projects.

3.6 Required Professional Services. Partner will include Crafter Professional Services on at least its first two Crafter End User implementation projects. The scope of the Crafter Professional Services will correspond to the scope and size of each project, but at a minimum, will include architectural design oversight from a Crafter Solution Architect to ensure best practices are followed and to ensure a successful End User experience and project outcome.

4. Business Goals. Partner and Crafter agree that the key metrics for assessing the partnership mutual success and benefits are:

- a) Quality of implementation projects delivered by Partner as perceived by End Users
- b) Number of new projects and/or End Users signed by Partner within the Term
- c) Revenue generated by both parties: Net new subscription revenues to Crafter and volume of integration and consulting services generated by Partner
- d) Subscription renewal performance: Retention of End Users initially subscribed through Partner and renewal of such subscriptions

5. Rules of Engagement. The parties agree to use commercially reasonable efforts to follow the Crafter Rules of Engagement provided to Partner by Crafter.

6. Program Benefits Summary. The Program benefits are set forth below:

Benefit	Detail
Crafter Partner Directory Listing	Yes
Crafter logo for Partner website/collateral	Yes
Sales training and collateral	Yes
Co-marketing campaigns	Yes
Technical training	First 2 attendees at no charge (excluding travel expenses for attendees, if any)
Pre-sales assistance	Yes
Crafter Support	Silver Support, 2 named support contacts (for internal use only – may not be used to support any End User)
Professional Services and Training	20% Discount
Resale Option	Yes

7. Partner Contacts. The Partner’s support and billing contacts are as set forth below:

Support Contact:	Support Contact:	Billing Contact:
Name:	Name:	Name:
Email:	Email:	Email:

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party he or she represents. Each party has read, understands and agrees to the terms and conditions of the Agreement and this Addendum.



CRAFTER SOFTWARE CORPORATION

A **DELAWARE** CORPORATION

ADDRESS FOR NOTICES:

1800 ALEXANDER BELL DRIVE, SUITE 400

RESTON, VA 20191 USA

ATTENTION: **GENERAL COUNSEL**

PHONE : **703-234-7744**

_____ CORPORATION

ADDRESS FOR NOTICES:

ATTENTION :

PHONE : _____

By:

Name:

Title:

By:

Name:

Title:

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