Etlworks Master Partner Agreement

This agreement is between **Etlworks LLC**, headquartered at 18 Rosemont Line, Pittsburgh, Pennsylvania, 15217, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Partner"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This agreement is effective from the date signed by both parties.

# 1. Definitions

* **Software**: The Etlworks Integrator, including its executable binaries and documentation.
* **Cloud Services**: Internet-based access to the Software, hosted by Etlworks or an authorized Partner.
* **License**: The right to install and use the Software on a single server, managed by Etlworks or a third party.
* **On-Premise License**: A license to install and use the Software on a server located at the Customer’s premises.
* **Perpetual License**: A license granting indefinite use of the Software.
* **Extended Support**: Additional technical assistance and professional services beyond standard support.
* **Value-Adding Services**: Custom services provided by the Partner to enhance the Software or Cloud Services.
* **Territory**: The geographic region where the Partner is authorized to operate (defined in Exhibit 1).
* **End User**: The individual or organization that directly uses the Software or Cloud Services.

# 2. Partner Appointment

## 2.1 Non-Exclusive Rights

Etlworks grants the Partner non-exclusive rights to market and sell:

* Cloud Services
* Software Licenses
* Extended Support
* Value-Adding Services

in the specified Territory, subject to compliance with this agreement.

## 2.2 Use of Etlworks Branding

This agreement does not grant the Partner the right to use Etlworks’ trademarks, logos, or service marks without prior written consent.

# 3. Licensing Terms

* The Software is **licensed, not sold**.
* Each license is valid for a single server and may be accessed by an unlimited number of end users within the same organization.
* Partners must obtain legitimate license keys from Etlworks to be considered authorized.

# 4. Intellectual Property Rights

Etlworks retains ownership of all intellectual property related to the Software and Cloud Services. The Partner shall not claim ownership or modify, decompile, or reverse engineer the Software.

# 5. Partner Responsibilities

The Partner is authorized to:

* Sell, install, and configure the Software.
* Provide Value-Adding Services built on the Software.

The Partner is responsible for:

* Ensuring compliance with this agreement and applicable laws.
* Maintaining confidentiality of proprietary information.

# 6. Revenue Sharing

|  |  |  |
| --- | --- | --- |
| **Model** | **Revenue Split (Etlworks: Partner)** | **Payment Collection** |
| Cloud Services (Hosted by Etlworks) | 80% : 20% | Etlworks |
| Cloud Services (Hosted by Partner) | 50% : 50% | Partner |
| On-Premise License (Supported by Etlworks) | 80% : 20% | Etlworks |
| On-Premise License (Supported by Partner) | 50% : 50% | Partner |
| Perpetual License (Supported by Etlworks) | 80% : 20% | Etlworks |
| Perpetual License (Supported by Partner) | 50% : 50% | Partner |
| Value-Added Services | 20% : 80% | Partner |

# 7. Support Obligations

|  |  |  |
| --- | --- | --- |
| **Responsibility** | **Etlworks** | **Partner** |
| First-Line Support | For Etlworks-hosted systems | For Partner-hosted systems |
| Bug Fixes | Yes | No |
| Installation/Configuration | For Etlworks-hosted systems | For Partner-hosted systems |

# 8. Term and Termination

This Agreement is valid for an initial term of one year and will automatically renew for successive one-year terms unless terminated by either party with at least 30 days' written notice prior to the end of the current term. Either party may terminate the agreement at any time if:

* The other party breaches its obligations and fails to cure such breach within 30 days of written notice.
* The Partner ceases operations.

Upon termination, the Partner must:

* Delete all Software from its systems.
* Revoke any redistributable files.

Failure to comply will result in continued liability under this Agreement.

# Exhibit 1: Partner Operations

## Territory

Defined geographic region: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## One-Off Projects

* Requires a dedicated paid instance of Etlworks.
* Standard Etlworks fees apply.
* Multiple projects can use the same instance.

## Cloud Services

* Hosted and supported by Etlworks or the Partner.
* Pricing must meet or exceed published prices on etlworks.com.

## On-Premise Licenses

* Supported by Etlworks or the Partner.
* Pricing must meet or exceed published prices on etlworks.com.

# Signature

|  |  |
| --- | --- |
| **Etlworks LLC** | **Partner** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |