



Odoo Partnership Agreement

Note: Version 6a - 2017-12-11

BETWEEN:

Odoo S.A., registered at the Trade and Companies Register of Nivelles under number RCN 95656, having its registered office at Chaussée de Namur, 40, 1367 Grand-Rosière, Belgium, and its affiliates (collectively referred to as “ODOO”)

AND _____, a company having its registered office at _____ (Hereinafter referred to as “PARTNER”)

ODOO and PARTNER are individually referred to as a “Party” and collectively referred to as “the Parties”.

1 Purpose

The purpose of this agreement is to set forth the conditions under which ODOO provides services to PARTNER, access to the Odoo Enterprise Edition software, and under which PARTNER complies with the obligations set out hereafter.

ODOO hereby appoints PARTNER, and PARTNER hereby accepts appointment, to be a non-exclusive partner promoting and selling “Odoo Enterprise Edition” to customers.

PARTNER commits to do its best effort to sell Odoo Enterprise contracts to its clients. To support that, PARTNER will market in priority the “Odoo Enterprise Edition” version to prospects and customers. PARTNER still has the option to sell services on other versions of the software, like “Odoo Community Edition”, should it be needed.

2 Term of the Agreement

The duration of this Agreement (the “Term”) shall be one year beginning on the date of the signature. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

3 Access to Odoo Enterprise Edition

3.1 Project platform access

To help PARTNER promote Odoo Enterprise Edition, ODOO grants access to its project code repository to PARTNER for all “Odoo Enterprise Edition” Apps, under the terms set forth in *10 Appendix A: Odoo Enterprise Edition License* and the conditions restricted under this Agreement. This access will be granted as of the signature of this agreement and be revoked when this agreement is terminated.

3.2 Restrictions

PARTNER commits to keep confidentiality of the source code of Odoo Enterprise Edition Apps within its staff. Access to the source code of Odoo Enterprise Edition for customers is governed by the Odoo Enterprise Subscription Agreement (version 4.0 and above). PARTNER agrees to NOT redistribute this code to third parties without the written permission of ODOO.

Notwithstanding the above, PARTNER commits to wholly preserve the integrity of the Odoo Enterprise Edition code that is required to verify the validity of usage of Odoo Enterprise Edition and to collect statistics that are needed for that purpose.

4 Partnership Services

4.1 Partnership levels

The Odoo partner program consists of three partnership levels; Ready, Silver and Gold with specific requirements and benefits for each level. Partnership level granted to PARTNER depends on the annual new Odoo Enterprise revenue generated for ODOO. Renewals of existing contracts do not account for the partnership level, but PARTNER still gets a commission on these contracts as stated in section *4.2 Benefits*.

The table below summarizes the requirements for each partnership level.

	Ready	Silver	Gold
Annual New Net Odoo Enterprise Users Sold	0	50	100
Certified Active Internal Resources	1	2	4
Minimum retention rate	n/a	85%	85%

Certifications are personal, so when a certified staff member leaves the company, PARTNER must notify ODOO in order to update the number of certified resources active for the partnership contract.

The level of partnerships will be reviewed quarterly by ODOO based on new Odoo Enterprise contracts sold by PARTNER over the previous 12 months.

Partners may be upgraded automatically to a higher level once they reach the requirements for that higher partnership level. Silver and Gold partners that are not meeting their partnerships requirements at the end of annual period may be assigned to a lower partnership level.

4.2 Benefits

The details of the benefits for each level of partnership are described in the table below:

	Ready	Silver	Gold
Recognition			
Visibility on odoo.com	“Ready Partner”	“Silver Partner”	“Gold Partner”
Rights to use “Odoo” trademark	Ready logo	Silver logo	Gold Logo
Training benefits			
Yearly upgrade seminars	Yes	Yes	Yes
Sales Coaching	Yes	Yes	Yes
Access to E-Learning Platform and Odoo Knowledge Base	Yes	Yes	Yes
Software benefits			
Access to Odoo Enterprise source code	Yes	Yes	Yes
Sales benefits			
Commission on Odoo SH platform ¹	100%	100%	100%
Commission on Odoo Enterprise	10%	15%	20%
Access to dedicated Account Manager	Yes	Yes	Yes
Marketing benefits			
Access to marketing material	Yes	Yes	Yes
PARTNER Event - ODOO support & Promotion	Yes	Yes	Yes

4.3 Partner Recognition

ODOO will promote PARTNER as an official partner on the official website (odoo.com).

ODOO grants PARTNER, on a non-exclusive basis, the right to use and reproduce the ODOO Partner logo of the corresponding partnership level, and the “Odoo” name in relation with this partnership agreement.

Each Party undertakes to respect all the rights of the other Party in all the items referred to in the previous paragraph and, more particularly, each Party shall refrain from causing any analogy or creating any confusion between their respective company in the mind of the general public, for any reason whatsoever and by any means whatsoever.

4.4 Training Benefits

PARTNER has access to the ODOO knowledge base for the duration of this Agreement. The ODOO knowledge base is an online e-platform containing a set of commercial, marketing and function documents, to help PARTNER acquire and leverage Odoo knowledge, grow its business, attract more customers, and build brand awareness.

PARTNER also receives free access to the ODOO E-Learning platform (for unlimited users). The ODOO E-Learning platform provides a set of high quality online video courses and tutorials about official Odoo Apps.

PARTNER will have access to commercial coaching provided by their dedicated Account Manager, as appointed by ODOO.

¹The 100% commission rate on Odoo SH Platform is granted for all Odoo Enterprise subscriptions signed during the first year of partnership, as long as those subscription are renewed. After the first year, PARTNER gets the normal Odoo Enterprise commission, according to the partnership level.

PARTNER also has the option to purchase specific technical training by subscribing to an Odoo Success Pack, for an extra fee.

4.5 Commissions on Odoo Services sold by PARTNER

For ODOO services directly purchased by a customer through PARTNER, PARTNER shall receive retribution as follows:

- For “Odoo Enterprise” and “Odoo SH” subscriptions sold via PARTNER; ODOO will invoice directly the customer based on final pricing agreed between ODOO, PARTNER, and the customer. Then, PARTNER will invoice his commission to ODOO based on the Odoo Enterprise Edition price, net of possible rebates, and based on PARTNER’s current partnership level at the time of signature of the sale.
- For “Odoo Enterprise” subscription renewals; PARTNER receives a commission for each renewal of a subscription sold via PARTNER, as long as PARTNER maintains a contractual relationship with the corresponding customer.
- For other services; PARTNER invoices directly the customer, and ODOO will invoice PARTNER directly, commission included (as a discount).

5 Fees

PARTNER agrees to pay either the Partnership Entry fee or the Partnership Annual Renewal fee immediately upon receipt of the annual invoice sent by ODOO. The fees will be specified in writing at the time of signature of this agreement.

PARTNER acknowledges that the abovementioned partnership fees are not refundable.

The “Partnership Entry” fee shall be paid before the activation of this Agreement, and applies for new partners only.

The “Annual Partnership Renewal” fee shall be paid every year when the Term of this Agreement is renewed.

If, for any reason, PARTNER decides to terminate this agreement, and later applies to renew it, the “Annual Partnership Renewal” fee will be applicable.

6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Surviving Provisions: The sections “*3.2 Restrictions*”, “*7 Liability and Indemnities*”, and “*9 Governing Law and Jurisdiction*” will survive any termination or expiration of this Agreement.

6.1 Consequence of termination

On expiry or termination of this Agreement, PARTNER:

- shall not use anymore the materials and/or the Odoo brand name or claim the existence of any partnership or relationship with ODOO ;
- shall comply with its obligations during any notice period prior to such termination ;
- may not use Odoo Enterprise anymore, for development, test or production purpose

7 Liability and Indemnities

Both Parties are bound by a best endeavours obligation hereunder.

To the maximum extent permitted by law, ODOO's liability for any and all claims, losses, damages or expenses from any cause whatsoever and howsoever arising under this Agreement will be limited to the direct damages proven, but will in no event exceed for all damage causing event or series of connected events causing damages the total amount for the fees paid by PARTNER in the course of the six (6) months immediately preceding the date of the event giving rise to such claim.

In no event will ODOO be liable for any indirect or consequential damages, including but not limited third parties or customer claims, loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data arising out of or in connection with the performance of its obligations.

PARTNER acknowledges that he has no expectation and has received no assurances that any investment made in execution of this Agreement and the Odoo Partnership Program will be recovered or recouped or that he shall obtain any anticipated amount of profits by virtue of this Agreement.

PARTNER waives any commitment whatsoever on behalf of ODOO regarding the evolution of Software.

According to the terms of the Software license, ODOO will not be liable for any bug or for the quality and the performance of the Software.

8 Miscellaneous

8.1 Communications

No communications from either Party to the other shall have any validity under this Agreement unless made in writing by or on behalf of PARTNER or ODOO, as the case may be, in accordance with the provisions of this Agreement. Any notice whatsoever which either Party hereto is required or authorised by this Agreement to give or make to the other shall be given via registered mail.

8.2 Brand Image

Both Parties shall refrain from harming the brand image and reputation of the other Party, in any way whatsoever, in the performance of this Agreement. Non-compliance to this provision shall be a cause for termination of this Agreement.

8.3 Publicity

PARTNER grants ODOO the nonexclusive right to use PARTNER's name or trademarks in press releases, advertisements or other public announcements. In particular, PARTNER accepts to be mentioned, and that PARTNER's logo and trademark may used for this purpose only, in the official list of the ODOO partners.

8.4 No Soliciting or Hiring

Except where the other Party gives its consent in writing, each Party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other Party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and

for a period of 24 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching Party agrees to pay to the other Party an amount of EUR (€) 30 000.00 (thirty thousand euros).

8.5 Independent Contractors

The Parties are independent contractors, and this Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other.

9 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Belgium. All disputes arising in connection with the Agreement for which no amicable settlement can be found shall be finally settled by the Courts of Belgium in Nivelles.

Signatures:

For ODOO,	For PARTNER,
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10 Appendix A: Odoo Enterprise Edition License

Odoo Enterprise Edition License v1.0

This software and associated files (the “Software”) can only be used (executed, modified, executed after modifications) with a valid Odoo Enterprise Subscription for the correct number of users.

With a valid Partnership Agreement with Odoo S.A., the above permissions are also granted, as long as the usage is limited to a testing or development environment.

You may develop Odoo modules based on the Software and distribute them under the license of your choice, provided that it is compatible with the terms of the Odoo Enterprise Edition License (For example: LGPL, MIT, or proprietary licenses similar to this one).

You may use Odoo modules published under any license along with the Software, provided that their license is compatible with the terms of the Odoo Enterprise License (Including, but not limited to, any module published on the Odoo Apps Store on odoo.com/apps)

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