

# SLS Partnership Agreement

Note

Version 9a - 2020-06-10

BETWEEN:

SLS: having its registered office at Ottawa, ON K2B 1A5, Canada, and its affiliates (collectively referred to as "SLS")

AND:

\_\_\_\_\_, a company having its registered office at

\_\_\_\_\_.

(hereinafter referred to as "PARTNER")

SLS and PARTNER referred to as "Parties" individually and collectively

## 1 Purpose

The purpose of the Agreement to establish the conditions under which SLS provides services to PARTNER, access to SLSERP software and under which PARTNER meets the following obligations.

SLS hereafter names PARTNER, and PARTNER hereby accepts the appointment as a non-exclusive partner that promotes and sells "SLSERP" to customers.

PARTNER is committed to doing everything possible to sell SLSERP contracts to its customers. To this end, PARTNER will prioritize the "SLSERP" version for prospects and customers. PARTNER still can sell services on other versions of the software, such as SLS Community Edition, if necessary.

## 2 Term of the Agreement

This Agreement (the "duration") is one year beginning on the date of signing. It is automatically renewed for an equal period, unless one of the Parties gives the other party a written notification of termination at least 30 days before the end of the period.



## 3 Access to SLSERP

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### 3.1 Project platform access

To help promote SLS PARTNER, SLS PARTNER provides access to the project Tools repository for all SLSERP applications, as stated in 10 Appendix A: SLSERP license and limited terms and conditions under this Agreement.

Besides, SLS PARTNER provides free access to the SLSERP platform for testing and development.

### 3.2 Restrictions

PARTNER is committed to keeping the Tools of SLSERP applications confidential among its staff. Access to SLSERP's Tools for customers covered by the SLSERP subscription contract. PARTNER agrees not to redistribute tools to third parties without THE written consent of SLS.

PARTNER undertakes not to offer SLSERP services to customers who are not covered by a SLSERPs registration, even during the implementation phase.

Notwithstanding the above, PARTNER undertakes to thoroughly verify the integrity of the SLSERP Tools required to verify the validity of SLSERP and collect the necessary statistics for this purpose.

## 4 Partnership Services

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### 4.1 Partnership levels

The SLS partner program consists of Five levels, "Start Partners", Bronze, Silver, Gold and Platinum, based on their SLS experience.

The partnership level awarded to PARTNER depends on the new sleep annual revenue generated for SLS (in terms of SLSERP users sold), the number of certified resources and the customer retention rate. Existing

contract renewals do not count for the number of users sold, but PARTNER still receives a commission on these contracts stated as in Article 4.2 Benefits

The table below summarizes the requirements for each level of partnership.

Partner Levels					
Type	Start	Bronze	Silver	Gold	Platinum
Annual New SLSERP Customers Sold	By registration	100	1000	10000	100000
Annual Sales	n/a	\$10000	\$100000	\$1000000	\$10000000
Number of Certified Employees	0	1	3	10	100
Minimum Retention Rate	n/a	40%	50%	60%	80%
Commercial Business license	N/a	Yes	Yes	Yes	Yes

The Retention Rate defined as ratio between the number of SLSERP contracts that are currently active, and the number of SLSERP contracts that have been active at some point in the last year

Certifications are personal; when a certified staff member leaves or joins the company, PARTNER must notify SLS.

PARTNER's partnership level will review quarterly by SLS, and adjusted to the highest level for which the five requirements met.

However, "Official Partners" may upgrade automatically to a higher level once they reach the five requirements for that higher partnership level.

## 4.2 Benefits

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

Partner Benefits					
Type	Start	Bronze	Silver	Gold	Platinum
<b>Recognition</b>					
Visibility on SLSERP.com	No	"Bronze Partner"	"Silver Partner"	"Gold Partner"	"Platinum Partner"
Right to use "SLS" trademark and Partner Logo	Yes	Yes	Yes	Yes	Yes

### Training benefits

<b>Sales Coaching &amp; Webinars</b>	Yes	Yes	Yes	Yes	Yes
<b>Access to SLS Knowledge Base</b>	Yes	Yes	Yes	Yes	Yes

### Software benefits

<b>Access to SLSERP development web services</b>	Yes	Yes	Yes	Yes	Yes
<b>SLSERP trial extension Tools</b>	Yes	Yes	Yes	Yes	Yes
<b>Access to SLSERP.com for testing and purposes</b>	Yes	Yes	Yes	Yes	Yes

### Sales benefits

<b>Commission on SLSERP</b>	Voucher \$20	Voucher \$20+5%	Voucher \$20+10%	Voucher \$20+15%	Voucher \$20+20%
<b>Commission on SLS Extra Modules</b>	10%	100%	100%	100%	100%
<b>Commission on Maintenance and implementation of Extra Modules</b>	50%	50%	50%	50%	50%
<b>Dedicated Account Manager &amp; Partner Dashboard</b>	No	Yes	Yes	Yes	Yes

### Marketing benefits

<b>Access to marketing material</b>	Yes	Yes	Yes	Yes	Yes
<b>PARTNER Event - SLS support &amp; Promotion</b>	No	Yes	Yes	Yes	Yes

Note: the maximum up voucher will be (\$100) as commission per subscription per customer.



## 4.3 Partner Recognition

SLS promotes "official partners" on the list of SLS partners [SLSERP.com](http://SLSERP.com).

On a non-exclusive basis, SLS grants PARTNER the right to use and reproduce the SLS logo of the corresponding partnership level and the name "SLS" for this partnership agreement.

Each party undertakes to respect other Party rights in all the points mentioned in the previous paragraph. In particular, each party refrains from causing an analogy or confusing their respective commitments in the general public's minds.

## 4.4 Training Benefits

PARTNER has access to the SLS knowledge base for the duration of this Agreement. The SLS Knowledge Base is an online electronic platform with a range of business, marketing and functional documents, helping PARTNER acquire and leverage SLS's knowledge, grow its business, attract more customers and increase brand awareness.

PARTNER has access to the commercial coaching of its dedicated account manager, as appointed by SLS.

PARTNER also has options to purchase support or training services by signing up for an SLS success package, for an additional fee.

## 4.5 Commissions on SLS Services sold by PARTNER

For SLS services purchased by a customer through PARTNER and PARTNER has a contractual relationship with the customer in question, PARTNER receives a commission according to the table of Article 4.2 Benefits and its level of partnership on the date of the customer invoice.

Once a month, PARTNER receives a purchase order with the commission due for the previous month. Based on this purchase order, PARTNER SLS charged and paid within 15 days of receiving the invoice.

### **Maintenance of additional covered modules**

PARTNER recognizes and agrees that when a customer decides to work with PARTNER, SLS will delegate the additional covered modules to PARTNER, the customer's primary point of contact.

PARTNER will only receive the commission to maintain the additional covered modules until the customer informs SLS that they want to stop working with PARTNER.

Note: "Working with an SLS partner" and "Additional Covered Modules" defined in the SLSERP subscription agreement between SLS and customers.

## 5 Fees

PARTNER agrees to pay the company's annual cost after receiving the annual invoice sent by SLS. The fee specified in writing at the time of the signing of this Agreement.

PARTNER acknowledges that the above partnership costs will not reimburse.

## 6 Termination

Suppose its obligations below do not meet such a violation do not correct within 30 calendar days of written notification of such a violation. In that case, that Agreement may be terminated immediately by the Non-Offender Party.

### **Survival provisions:**

Sections "3.2 Restrictions," "7 Responsibility and Allowances" and "9 Act Governing and Jurisdiction" will survive any termination or expiry of this Agreement.

### 6.1 Consequence of termination

**At expiry or termination of this Agreement:**

- no longer use SLS materials and brand names, trademarks and logos, or claim a partnership or relationship with SLS.
- We are fulfilling obligations during each notice period before termination of employment.
- Cannot use SLSERP anymore for development, testing or production purposes.

## 7 Liability and Indemnities

A commitment of effort below links the two parties.

To the extent permitted by law, SLS's liability for any claim, loss, damage or costs of any reason and whatever the outcome of that Agreement will be limited to proven direct damages .but will not in any case exceed any event causing damage or a series of related events causing damage the total amount of fees paid by PARTNER during the six (6) months immediately before the date of the event, to give rise to claim.

Under no circumstances will SLS be liable for indirect or substantial damages, including unrestricted claims from third parties or customers, loss of revenue, profits, savings, operating loss or other financial losses, downtime or delay costs, lost or damaged data arising from or in connection with the performance of its obligations under the proposed Agreement.

PARTNER acknowledges that it has no expectations and has received no assurance that investments in the implementation of this Agreement and the SLS partnership program will be recovered or recovered or that it will realize an expected amount of profits under this Agreement.

## 8 Brand Image

The "SLS" brand (including wordmarks and visual representations and logos) is the exclusive SLS feature.

SLS authorizes PARTNER to use the SLS brand to promote its products and services, only for the duration of this Agreement, at the rate of:

- There is no confusion as to whether the service is provided by PARTNER, not BY SLS;

- PARTNER does not use the word "SLS" in its company name, product name, domain name and does not register a trademark it contains.

Both parties must refrain from damaging the other party's brand image and reputation in any way in the implementation of this Agreement.

Failure to comply with the provisions of this section is a reason for the termination of this Agreement.

## 8.1 Publicity

PARTNER grants SLS the non-exclusive right to use PARTNER's name or trademarks in press releases, advertisements or other public announcements.

In particular, Partner acknowledges that it listed on SLS.com in the official list of SLS Partners and that the logo and trademarks of that partner can only use for this purpose.

## 8.2 No questions or hires

Except where the other party gives written consent, each party, its affiliates and representatives must not agree request or offer the staff of the other party involved in the performance or use of the Services provided in this Agreement for the duration of the Agreement and for 12 months after the termination or termination date of that Agreement. In the event of a violation of this article's terms leading to the dismissal of this employee for this purpose, the infringer agrees to pay the other party an amount of 30,000 euros (30,000 euros).

## 8.3 Independent entrepreneurs

The parties are independent contractors; the Agreement should not construe as a party as a partner, joint venture or trustee of the other. As creating another form of legal association that would impose liability on any party for the act or not acting with the other party or providing one party with the right, power or authority (expressly or implicitly) to create a duty or obligation of the other.



## 9 Administrative law and jurisdiction

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This Agreement will given and interpreted following the laws of Canada. The Canada courts of Ottawa finally settle all disputes arising from the Agreement for which no out-of-court settlement can reach.

### Signatures

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For SLS,

For PARTNER

## 10 Appendix A: SLS License

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