

GENERAL TERMS OF PARTNERSHIP

TIO LIVE CERTIFIED PARTNER

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ART 1. CONTEXT

TioLive (www.tiolive.com) is a total information system outsourcing solution based entirely on free software (open source software) according to the principles of customer independence, free competition and absolute respect for the secrecy of private corporate data as defined by the "**Tio Libre**" initiative (www.tiolibre.com).

TioLive is a service provided by the company TioLive LLC, available in the form of three subscriptions: **Free** (free of charge), **Premium** (49\$ / month) and **Dedicate** (price according to demand).

TioLive covers and integrates the following functional domains: Accounting, Enterprise Resource Planning (ERP), Customer Relationship Management (CRM), Knowledge Management (KM), Enterprise Content Management (ECM), Document Management System (DMS), websites, Intranet, Extranet, e-commerce, e-business, company e-mail, instant messaging and IP telephony. TioLive makes it possible to meet practically all company information system needs.

TioLive LLC is looking for global consulting partners who are willing to get involved in the fast growing markets such as those of Cloud Computing, SaaS (Software as a Service SaaS) and Appliance while offering total information outsourcing based on free software. TioLive LLC is looking for Consultancy Partners who are ready to manage the partial or total deployment of TioLive solutions in small and medium enterprises.

TioLive LLC has developed a technology to enable an experienced consultant in the field of IT management solutions to adapt TioLive to the needs of a small or medium enterprise. With this technology, there is no need to develop source code within TioLive. This technology involves to follow a set-up process clearly defined by TioLive LLC. TioLive LLC proposes to train its Consultancy Partners in this process, enabling them to offer their customers a lower-risk, high-quality solution. Once trained, the Partner benefits from privileged access to the TioLive hosting platform. He/she/it can then create his/her/its own TioLive solutions for his/her/its customers and set them up according to their needs. This training must be renewed every year in order to keep up to date with the latest platform upgrades.

Within the framework of this partnership, **the Partner is liable for his/her/its customers**, particularly as regards training, advice, support, set-up and the addition of any external technical interfaces. The Partner is free to bill all the services He/she/it provides to his/her/its customers according to terms and conditions of its choice. The role of TioLive is limited to providing the technical infrastructure enabling the Partner to offer the services of his/her/its choice to his/her/its customers under the best possible conditions.

The Partner is encouraged to contribute to the costs of managing and developing TioLive's technical infrastructure by offering its customers an "Premium" or "Dedicate" subscription to the value-added technical services proposed by TioLive LLC, without it being mandatory. The Consultancy Partners are aware that this contribution is vital to ensure the progress of TioLive's technical infrastructure and that the "Free" version of the TioLive service is first and foremost an excellent loss-leader in a market dominated by free products.

The Partner will have access to online knowledge sharing tools and will benefit from extensive contact with TioLive LLC. Meetings can be organised at regular intervals between the Consultancy Partners and TioLive LLC in order to develop a solid long-term relationship between TioLive LLC and its Consultancy Partners, particularly through feedback. The Partners' presence at these meetings is recommended, without it being compulsory.

The aim of this partnership is to ensure the long-term economic development of both TioLive LLC and the Partner, by providing a worthwhile contribution to our economic environment.

ART 2. DEFINITIONS

TIO. TIO is a management approach meaning Total Information Outsourcing. A company that adopts the "TIO" approach accepts for its information to be stored on servers or hosting platforms managed by third parties. The servers or hosting platforms on which the "TIO" approach is based are most often shared with other companies. The servers are generally located in carrier hotels but can also, though this is less common, be connected to the local network of the company that adopts the "TIO" approach.

Free Software. Free software (or open source software) is software whose source code is freely accessible and reproducible by its user, without paying royalties. As with any works protected by the intellectual property code, the terms for the representation and reproduction of the software are governed by a licence agreement specific to each piece of software. Free software is therefore not public domain software. Free software guarantees each of its users a greater level of control and freedom than proprietary software. Indeed, free access to the source code guarantees to user companies the possibility of switching to rival companies if the publisher behaves inappropriately or in case of malfunction. The advantages of free software are well known amongst the many companies with experience of proprietary software for which maintenance stopped being available following a decision by the publisher or a merger between publishers.

TIO Libre. TIO Libre is a method of implementing the "TIO" approach that guarantees customer companies the same level of control and freedom than with the roll-out of free software (or open source software). TIO Libre is based on 3 principles: free access to source code, full access to data and unrestricted free competition. A company that adopts the "TIO Libre" approach can therefore change service providers at any time by recovering all their data in native format, including the logs, from its first service provider then entrusting this data and the software source codes to another service provider. A company that adopts the "TIO Libre" approach can also abandon the "TIO" approach by re-insourcing all or part of its information system. A precise definition of "TIO Libre" is available on www.tiolibre.com.

TIO Libre Initiative. TIO Libre Initiative is a French non-profit organisation and community of TIO solution suppliers who adhere to the "TIO Libre" approach.

TIO Loyal. TIO Loyal is a method of implementing the TIO initiative that guarantees customer companies the same level of secrecy and transparency as with internal information system management. It is based on respecting the secrecy of corporate data and informing customers of any operating incidents, as well as staff recruitment and management procedures intended to guarantee secrecy and the sharing of information. A precise definition of "TIO Loyal" is available on www.tiolibre.com.

Monitoring. Monitoring is a technique enabling the remote verification of the correct running of a server or a hosted application as part of a total quality approach. The use of automated monitoring tools makes it possible to improve information system service quality with lower costs and less staff.

Right to data erasure. The right to data erasure allows a company using a web service to obtain the deletion of all the data on it, both online and on any existing backup media. For example, the right to data erasure allows a company to protect itself against potential legal or contractual modifications that could result in the disclosure of confidential data to third parties.

Instance. An instance is a set of data files, source codes and set-up files that make it possible to provide the user company with an independent ERP implementation environment. The TioLive instance of one user company is entirely separate from the instance of another user company in order to ensure that it is impossible for data to leak from one company to another. The instance of a TioLive user company can be downloaded for independent implementation in another environment.

ART 3. FORMS OF TIO LIVE CERTIFICATION

The different forms of TioLive certification correspond to the skills acquired by the Partner according to TioLive LLC's assessment and the possible training courses led by TioLive LLC instructors and attended by the Partner. There are three types of TioLive certification. "**TioLive Expert Silver**" is intended for operators such as company consultants or computers dealers. "**TioLive Expert Gold**" for integrators or web agencies. "**TioLive OEM**" is designed for large integrators, network operators (eg banking, telecommunications), educational institutions, governments, large companies or any organisation that wants to start his own private TIO infrastructure. The acquisition is subject to certification exam and an annual renewal described in Appendix D hereof.

ART 4. BENEFITS FOR THE PARTNER

The Partners benefits:

1. From access to TioLive platform which will allow him/her/it to deliver instances and to reply to customer support requests.
2. From direct access to set-up the TioLive environments of his/her/its customers as defined in Appendix A This access is granted in the form of an individual digital key code that must remain secret.
3. From a set-up support system based on the use of a spreadsheet template provided by TioLive LLC. The Partner can import the duly completed spreadsheet file at any time into the TioLive instance of his/her/its customer, consequently updating the customer's set-up.
4. From help from TioLive LLC during the final import of the spreadsheet file, and before the TioLive instance is released to his/her/its customer. The Partner must inform TioLive LLC of the import of the spreadsheet file before the release of the customer's TioLive instance in order to enable TioLive LLC to approve the technical elements of the set-up.
5. From a TioLive "**Premium**" account for his/her/its own use, as defined on the following page: <https://www.tiolive.com/service>.
6. From a TioLive LLC representative working closely with the Partner to meet the assistance needs of the consultancy service provider.
7. From the ability to invoice client for "**Premium**" and "**Dedicate**" technical hosting services and for telephone minutes purchased by customers and to repay TioLive LLC what is owed according to the tariffs provided in Appendix E
8. From the ability to let TioLive invoice his/her/its clients for technical hosting services such as "**Premium**" and "**Dedicate**" accounts and for telephone minutes purchased by customers.
9. From a link to the Partner's website on the 'Partners' page on the website www.tiolive.com.

10. From the right to use the term "**TioLive Expert Silver**" or the term "**TioLive Expert Gold**" depending on the elements specified in Appendix D whenever the Partner approaches prospective customers.
11. From the right to represent TioLive at local or regional events.
12. From the right to represent TioLive at national or international events, provided that it informs TioLive LLC 30 days in advance and that TioLive LLC is unable to make the journey in order to represent itself.
13. From one hour of free functional and technical support during the Partner's first installation.
14. From direct access to the user documentation and Partner documentation in the knowledge base.
15. From the possibility of installing TioLive onto one or more of the Partner's servers provided that the servers meet the requirements of the TioLive LLC server charter, as defined in Appendix B

SPECIAL BENEFITS OF THE "TIO LIVE OEM" PARTNERS

Partners which are certified "**TioLive OEM**" benefit from "**Re-Branding**" services such as:

1. The ability to distribute TioLive under its own brand.
2. The ability to access TioLive platform through his/her/its own URL.
3. The ability to distribute TioLive services through his/her/its own URL.
4. The ability to distribute TioLive according to his/her/its own Tarifs.
5. The ability to administrate his/her/its own website from TioLive platform in order to promote his/her/its own brand.
6. The ability to modify TioLive theme.
7. The ability to modify or extend TioLive standard application configuration.

Conditions of such ability are described in Appendix D

ART 5. PARTNER'S OBLIGATIONS

The Partner undertakes to:

1. Observe the certification rules defined in Appendix D of these general terms.
2. Read, before attending training, all the TioLive website documentation placed at his/her/its disposal in English, in order to be able to make the most of the training course.
3. Read all the "**HowTo**" pages on the TioLive website before attending training in order to be fully aware of what it is possible to configure in case of personalisation following the processes described in Appendix A
4. The Partner must organise a public session in its catchment area to demonstrate the TioLive solution after he/she/it attends training and on an annual basis, and must publicise this event in the local press.

5. Use TioLive. The Partner must roll-out the TioLive Solution in his/her/its company and personally use TioLive in at least one of the following activities: Accounting, CRM, Trade, Sales Management. This must be the case within six (6) months of the signing of these general terms.
6. Display the "**TioLive Expert Silver**" or "**TioLive Expert Gold**" logo in an easily accessible and directly visible location on his/her/its website.
7. Add a link to www.tiolive.com to his/her/its website, in an easily accessible and directly visible location.
8. Print and use the business cards for which the template will be supplied on request by TioLive LLC or add the term "**TioLive Expert Silver**" or the term "**TioLive Expert Gold**" to his/her/its own business cards. These business cards are intended for use whenever the Partner approaches prospective customers, proposing the implementation of TioLive.
9. Host a TioLive subscription form on his/her/its website. This form will be supplied by TioLive LLC in the form of HTML code to be added to the website. If necessary, TioLive LLC can help the Partner add the HTML code to its website.
10. Provide its customers with a high-quality service.

ART 6. PARTIES' JOINT LIABILITY

Each party is solely liable for the information distributed on its own website.

Neither party may be held liable by the other for damage or financial losses stemming from this agreement as a result of delays or failings and, in particular, any security breaches due, for example, to a case of force majeure or an event beyond his/her/its control.

The parties agree that these general terms do not under any circumstances make them a de facto company, commercial partnership or merged company nor require them to pool any assets whatsoever.

ART 7. PARTNER'S LIABILITY

The Partner is liable for the personalisation of the TioLive environment that he or she performs for his/her customers.

The Partner accepts a duty of advice regarding his/her customers' backup. The Partner undertakes either to perform its own regular, reliable backups his/her customers' data or to obtain explicit recognition from his/her customers that they are liable to back-up their data.

The Partner is entitled to employ any sub-contractors required to develop projects with TioLive LLC for his/her/its customers. Partners using sub-contractors are entirely liable for the actions of these sub-contractors. Therefore, no legal action can be taken against TioLive LLC in this regard under any circumstances.

The Partner recognises that TioLive LLC is entirely free to grant certification to the Partner, either at the start of the partnership or at a later date and that it cannot be held liable in this regard.

The Partner undertakes to provide a high-quality service and to provide advice on and develop the TioLive solution on an independent basis.

ART 8. TIO LIVE LLC'S LIABILITY

TioLive LLC is liable for the hosting platform placed at the disposal of the consultant within the limits defined in the hosting contract available for consultation on the site www.tiolive.com.

TioLive LLC cannot be held liable for personalisation work that is either not performed or poorly performed by the Partner. TioLive LLC shall merely ensure that the set-up spreadsheet files are correctly imported into the TioLive environments of the Partner's customers.

TioLive LLC will not become involved during the pre-purchase phase. TioLive LLC will not correct the Partner's errors. The Partner's customers cannot, under any circumstances, take legal action against TioLive LLC in order to claim damages and interest in case of defects caused by inadequate work performed by the Partner.

TioLive LLC's liability cannot under any circumstances exceed the total amount billed to the Partner over the previous 12 months.

Except in case of legal provisions to the contrary, TioLive LLC declines any liability for the services and/or products delivered by the Consultancy Partners.

ART 9. MODIFICATION OF THE GENERAL TERMS

These general terms may be unilaterally modified or amended by TioLive LLC. Whenever the general terms are modified, a new version number is added.

In case of modification of the general terms, the Partner will be informed immediately. The Partner may then either accept the modification, in which case it will apply to them, or refuse it, in which case the Partner's certification will be cancelled.

Failing explicit refusal of which notice is served by the Partner within 30 days by registered letter or DHL, the amended version of the general terms will be deemed to have been accepted.

ART 10. GENERATION OF BUSINESS OPPORTUNITIES

If during the customer prospecting phase, the Partner meets a prospective customer who wishes to personalise their TioLive environment in a manner exceeding the personalisation described in Appendix A, or that requires more staff than the Partner possesses, or requires skills that the Partner does not possess, the Partner may inform its TioLive LLC representative by e-mail of the existence of a business opportunity. If TioLive LLC secures a sale as a result of this business opportunity, the Partner shall be paid 7.5% of the payments from this sale within 30 days. All prospecting costs are payable by the Partner.

If the prospective customer is already a customer of TioLive LLC or its parent company Nexedi SA in France, the Partner shall receive its commission at the sole discretion of TioLive LLC.

In this case, the Partner may also offer his/her/its help if he/she/it thinks he/she/it possesses necessary or worthwhile skills to successfully complete the implementation project. TioLive LLC may then accept or refuse this help. If it accepts, negotiations shall be held with the Partner in order to determine the terms and conditions for the remuneration of their participation in the project.

ART 11. CHANGING NEEDS OF A TIO LIVE CUSTOMER

Certain of the Partner's TioLive customers might eventually wish to upgrade their TioLive instance to include new technical features that are not available using the set-up methods described in Appendix A In order to guarantee a high level of quality, minimise risks, protect the "TioLive" brand and protect all TioLive certified Consultancy Partners, these general terms of partnership do not authorise the Partner to deliver this type of service on his/her/its own.

However, three options are available to the certified Partner under these general terms to meet the needs of his/her/its customers.

1. The first option consists of contacting TioLive LLC to extend the functional core of TioLive in a generic form making it possible to meet the demands of the customer using the set-up methods described in Appendix A The Partner sends TioLive LLC a request for an estimate for the addition of a generic function to the core of TioLive. TioLive LLC undertakes to reply within 30 days. In case of acceptance of the estimate by the Partner, TioLive LLC will develop these new features in the form of free software and place them at the disposal of all the users of the TioLive platform. The Partner can then use these new features following the set-up methods described in Appendix A and meet his/her/its customer's upgrade needs.
2. The second option consists of forwarding the customer's request to TioLive LLC according to the principle of the generation of business opportunities described in article 10. TioLive LLC will then be liable for the joint development or roll-out of a custom-configured "**TioLive Dedicate**" solution using set-up methods not included in Appendix A
3. The third option consists of negotiating and signing an ad-hoc agreement with TioLive LLC that specifies the terms and conditions for the joint roll-out of a custom-configured "**TioLive Dedicate**" solution using set-up methods not included in Appendix A

The first option must always be considered as this makes it possible to contribute to the progress of the TioLive platform and the independence of both the Consultancy Partners and customers. Consultancy Partners who do not possess solid ERP5 programming skills must give priority to the second option. The third option can be considered by Consultancy Partners possessing solid ERP5 programming skills.

ART 12. HOSTING AND SERVICES

The hosting and services consist of:

1. Access to the TioLive customer relationship management server
2. Access to the TioLive private network
3. The right to use the services of the TioLive network to automatically set-up ERP5 instances.
4. The right to use the services of the TioLive network to automatically monitor ERP5 instances
5. The right to use the services of the TioLive network to automatically update ERP5 instances
6. The (optional) use of the servers of the TioLive network to host ERP5 instances
7. The use of the TioLive network for telephone routing using the SIP standard on SIP networks or traditional telephone networks
8. The use of the TioLive network to route and store e-mail
9. The use of the TioLive network to route instant messages

ART 13. CONFIDENTIALITY

The TioLive architecture is designed according to the principles of "**TIO Libre**" and "**TIO Loyal**" in order to guarantee independence, free competition and respect of corporate secrecy. TioLive LLC also undertakes to apply the concept of the "**right to data erasure**" (see definition in article 2) to all the data entered by the customer into his/her/its TioLive instance, except for telephone calls.

TioLive LLC undertakes to never access the data of the Partner's customers, except in the following cases:

1. At the Partner's request, when it proves necessary to access the data in order to resolve an unusual technical issue.
2. When a failure is reported by the Monitoring system, in order to ensure that the account is running properly, particularly after updating.

TioLive LLC undertakes to train its staff regarding the respect of corporate secrecy and to introduce appropriate management procedures. Every time the customers' TioLive instances are accessed, this is recorded in a log file. The Partner's customer can consult and backup the log files at any time in order to check that TioLive LLC's staff have correctly applied this principle. These log files can also be used to enable the customer to check on each time his/her/its own account has been accessed and to ensure that his/her/its information system has not been breached.

No data from the instance of the Partner's customer is stored by TioLive LLC, except for the information described in Appendix C. None of the data stored and described in Appendix C is sold, transferred or supplied by TioLive LLC to third parties, either including names or in anonymous or aggregated form.

ART 14. NON-SOLICITATION

TioLive LLC and the Partner undertake not to recruit each other's staff throughout the entire duration of the contract and for one year once it has ended.

If one of the parties fails to observe this article, they must compensate the other party by paying compensation equal to two years' of the gross salary of the employee in question, based on the last three months worked.

ART 15. BILLING AND PAYMENT

The "**TioLive Expert Silver**" and "**TioLive Expert Gold**" certification trainings must be paid to TioLive LLC by way of a 40% deposit before the start of the training: the balance is payable 30 days end of month.

A hosting services invoice with a 30-day payment deadline shall be sent to the Partner within a month of the purchase of a technical hosting service by his/her/its customer.

A commission invoice with a 30-day payment deadline shall be sent by the Partner to TioLive LLC within a month of the payment of the service delivered by TioLive LLC to a company that became a TioLive LLC customer as a result of the consultancy service provider generating business opportunities as defined in article 11.

ART 16. DURATION

These general terms are applicable for a period of one (1) year, renewable by tacit agreement with 2 months' notice.

ART 17. TERMINATION

TioLive LLC reserves the right to terminate this contract if the Partner fails to observe its terms, behaves in an unethical manner, does not provide a high quality of service or damages the image of TioLive LLC.

The Partner has the right to terminate this contract if TioLive LLC fails to observe the terms of this contract or behaves in an unethical manner.

In case of failure by one of the parties to fulfil one of the obligations established in this contract, without resolving this situation within a deadline of 15 days from receipt of a registered letter with acknowledgement of receipt serving notice of the failings in question, the other party may pronounce the termination of the Contract as of right without prejudice to their right to claim compensation for any damage and interest they are entitled to claim in accordance with this contract.

ART 18. END OF CONTRACT

Following expiry of the contract or in case of termination for any reason whatsoever, the Partner undertakes to no longer benefit from the elements described in article 4, notably including:

1. To end all use of the term "**TioLive Expert Silver**" or the term "**Tiolive Expert Gold**".
2. To stop displaying the "**TioLive Expert Silver**" or the "**TioLive Expert Gold**" logo on his/her/its website.
3. To stop using the business cards mentioned in article 4.
4. To stop hosting the TioLive subscription form on his/her/its website.

ART 19. CONTRACTUAL SUBSTITUTION

This Agreement is entered into by TioLive LLC or any company in which it will be substituted. The Partner shall be informed of this substitution.

ART 20. LITIGATION

This contract is governed by French law.

Any disagreements between the parties, involving either the validity or interpretation of this contract, shall be heard before the commercial court in Lille (FRANCE).

APPENDIX A. CONFIGURABLE ELEMENTS OF A TIOLIVE INSTANCE

Configurable elements	Available	Method
Categories (accounting plans, nomenclatures)	Yes	Importing of a spreadsheet file based on a template provided by TioLive LLC
Appearance	Under development.	Modification of system preferences.
Workflow on a new module	Under development.	Assistance dialogue when creating a new module.
Workflow on an existing module	No	N/A
Security on a new module	Under development.	Assistance dialogue when creating a new module.
Security on an existing module	Under development.	Importing of a spreadsheet file based on a template provided by TioLive LLC
CRM forms for incident follow-up	Under development.	Assistance dialogue when creating a CRM form.
Existing forms	Non	N/A
Internal Reports	Under development.	Assistance dialogue when creating an internal report.
External Reports	Yes	Data export and use of an external spreadsheet.
Standard Internal Interfaces	Yes	Via URL with a portal_skin= parameter
Specific Internal Interfaces	No	N/A
Specific External Interfaces	Yes	Via the development of interface daemons hosted on an independent server to operate the ERP5 API (XML-RPC or REST).
Personalisation of invoice / order / delivery slip logos	Yes	Modification of system preferences
Personalisation of invoices / orders / delivery slips	No	N/A
Website	Yes	Assistance dialogue when creating a theme

Note. Consultancy Partners who wish to benefit from the assistance dialogue features currently under development prior to their release may benefit from access to the TioLive instances in developer mode provided that they possess solid programming skills and have attended an additional 2-day technical training course held by TioLive LLC.

APPENDIX B. TIOLIVE SERVER SET-UP

The Partner can use his/her/its own server provided that he/she/it:

1. Uses a server with at least 2GB of RAM per core
2. Uses recent x86 64 bit processors equivalent to a Xeon 2.0 GHz or better
3. Connects to the Internet either directly or through a firewall
4. Installs the server with the GNU/Linux distribution specified by TioLive LLC following a process provided by TioLive LLC in the form of a "Buildout" script
5. Hosts a maximum of 20 TioLive instances per core
6. Hosts a maximum of 5 customers per core
7. Hosts a maximum of 1 simultaneously active client per core
8. Introduces a redundancy mechanism to guarantee the immediate availability of another pre-configured server in case a server breaks down

On request, TioLive LLC can provide examples of servers suited to a given use.

NB: if the Partner uses his/her/its own server, this is likely to both increase the costs of a TioLive LLC solution and reduce its perceived quality. Insofar as possible, the Partner should therefore only use his/her/its own server for prospective or present customers for whom the choice of server and hosting location constitute major sales arguments.

APPENDIX C. PRIVATE INFORMATION STORED BY TIO LIVE LLC

Information	TioLive LLC	Duration	Erasable
Customer data stored in MySQL	TioLive LLC	1 month after cancellation of the subscription	Yes
Customer data stored in ERP5	TioLive LLC HTTP servers or Partner's server or customer's server	1 month after cancellation of the subscription	Yes
HTTP connection logs	TioLive LLC HTTP servers or Partner's server or customer's server	3 months	Yes
SMTP connection logs	TioLive LLC SMTP servers	3 months	Yes
IMAP connection logs	TioLive LLC IMAP servers	3 months	Yes
XMPP connection logs	TioLive LLC XMPP servers	3 months	Yes
SIP connection logs	AG-Project and GRNVOIP SIP servers	N/A	N/A
Instance creation request	TioLive LLC ERP5 server	Indeterminate	No
Initial instance set-up parameters	TioLive LLC ERP5 server	Indeterminate	No
Initial instance set-up spreadsheet	TioLive LLC ERP5 server	Indeterminate	No
User assistance requests	TioLive LLC ERP5 server	Indeterminate	No
Customer assistance records	TioLive LLC ERP5 server	Indeterminate	No
User names and passwords (encoded)	TioLive LLC ERP5 server	Indeterminate	No

The term "erasable" means that the information stored by TioLive LLC can be definitively and immediately deleted on request from the customer without any offline copies existing, enabling the subsequent recovery of the information, even following a legal ruling.

At this stage, voice over SIP information is most likely to be kept in non-erasable form for an indeterminate length of time. Discussions are currently ongoing with our Partners AG-Project and GRNVOIP to determine the terms and conditions for the introduction of an erasable solution.

OBLIGATIONS OF THE "TIOLIVE EXPERT SILVER" CERTIFIED PARTNER

The "**TioLive Expert Silver**" Partner undertakes to:

1. Pass the "TioLive Expert Silver Certification Exam". Once certified, the Partner benefits from privileged access to the TioLive hosting platform. He/she/it can then deliver his/her/its own TioLive solutions for his/her/its customers and set them up according to their needs. This certification must be renewed every year in order to keep up to date with the latest platform upgrades. This certification exam must be passed before benefiting from TioLive LLC's services.
2. The certification exam shall be billed according to tariffs presented on Appendix E This certification cost must be paid to TioLive LLC before taking the exam.
3. Attend a certification renewal exam following the anniversary of their initial certification (billed according to tariffs presented in Appendix E); the certification must be attended within the first two months.

OBLIGATION OF THE "TIOLIVE EXPERT GOLD" CERTIFIED PARTNER

The "**TioLive Expert Gold**" partner undertakes to:

1. Pass the above "TioLive Expert Silver Certification Exam".
2. Pass the "TioLive Expert Gold Certification Exam" as it is described in TioLive website. This exam aims at verifying that the partner is capable of developing on ERP5 while respecting all guidelines and development rules available on ERP5 website (www.erp5.com). Once certified, the Partner benefits from privileged access to the TioLive hosting platform. He/she/it can then create his/her/its own TioLive solutions for his/her/its customers and set them up according to their needs, particularly using the Zope interface placed at his/her/its disposal. This certification must be renewed every year in order to keep up to date with the latest platform upgrades.
3. This initial certification shall be billed according to tariffs presented in Appendix E These certification costs must be paid to TioLive LLC before taking the exam.
4. Attend certification renewal exam and a 1 (day) day audit conducted by TioLive LLC on the work performed over the year. This renewal audit shall be billed according to tariffs presented in Appendix E, payable partially in advance by way of a deposit of 40%, the balance being payable 30 days end of month; this training must be attended within the two first months.

OBLIGATIONS OF THE "TIOLIVE OEM" PARTNER

The "**TioLive OEM**" Partner undertakes to:

1. Pay the fees of platform installation according to tariffs in Appendix E
2. Pass the "TioLive Expert Silver Certification Exam".
3. Attend 3 (three) days on the technical elements required to meet specific customer demands. This training must be renewed every year in order to keep up to date with the latest platform upgrades.

4. This initial training shall be billed according to tariffs presented in Appendix E and can be fully or partially refunded by way of a tax reduction (ask your accountant). These training costs must be paid to TioLive LLC by way of a 40% deposit before the start of the training: the balance is payable 30 days end of month.
5. Attend a two-day certification renewal training course and a 3 (three) day audit conducted by TioLive LLC on the work performed over the year. This renewal audit shall be billed according to tariffs presented in Appendix E, payable partially in advance by way of a deposit of 40%, the balance being payable 30 days end of month; this course must be attended within the two first months.
6. Display the words "**Powered by TioLive**" in the footer of the platform. Minimal height of such notification should be 10 pixels.

APPENDIX E. **TARIFS**

Hosting services correspond to hosting of TioLive instances on our servers while provisioning services correspond to hosting on Partners' servers or Customers' servers.

All prices are in euro (EUR) for Euro Zone and in dollars (USD) for the others zones

	TioLive Expert Silver	TioLive Expert Gold	TioLive OEM
Free Hosting (per instance / month)	Free	Free	N/A
Premium Hosting (per instance / month)	45	45	N/A
Dedicated Hosting (per server core / month)	75	75	N/A
Appliance Management (per server / month)	45	45	N/A
OEM Hosting (per server core / month)	N/A	N/A	50
OEM Provisioning (once per instance)	N/A	N/A	2
OEM Management (per instance / month)	N/A	N/A	2
Setup Fee (once)	Free	Free	Free
Training Session	1,500	3,200	5,000
Certification Exam	150	300	N/A
Audit (Every Year)	N/A	500	5 000
Custom Application, Theme Development	N/A	N/A	50,000