



# Partnership Agreement

## IMSCAD Ltd and Xxxx

### 1. Background

1.1. Autodesk's AutoCAD and Revit (2012) represented the first commitment from Autodesk to virtualisation with Citrix. Subsequently the range of products has expanded and increased from purely AEC to include the Manufacturing sector. Changes to Autodesk's licencing model now allows standard NLM licences to be virtualised and removes the need for dedicated Citrix Licences. The release of four of "The Suites" supported for Citrix from FY14, has removed the key objections previously voiced by prospective clients to adopting virtualisation.

1.2. IMSCAD are Citrix specialists who were previously an Autodesk Reseller and have built up extensive experience in implementing Autodesk products on Citrix. In 2010 IMSCAD gave up their Autodesk Reseller status in order to concentrate on supporting and providing services through Autodesk directly, their Channel Partners and virtualisation solutions providers.

1.3. IMSCAD and Xxxx therefore plan to work together to assist customers wishing to run Autodesk software products on the Citrix platform.

### 2. Opportunity Registration

2.1. IMSCAD operate an opportunity registration program to determine which Partner they will support with each particular customer. E-mail leads to [leadreg@imscadglobal.com](mailto:leadreg@imscadglobal.com)

2.2. IMSCAD's policy is generally to support the first Partner to bring a customer or opportunity to their attention. IMSCAD will flag such a customer in their CRM system as belonging to that Partner and not support another Partner in selling to that customer unless one of the following occurs: Either the customer clearly states to IMSCAD that they prefer to work with another Partner, or the Partner who has registered the opportunity voluntarily relinquishes the opportunity registration, or a period of 6 months elapses without any progress or contact with IMSCAD being made by the registering Partner.

2.3. IMSCAD confirms that they have measures in place to avoid another Partner bulk registering lists of companies in general, or of Xxxx customers in particular.

2.4. IMSCAD confirm that their CRM system and staff training are sufficiently robust to ensure that a competitor will never be supported by IMSCAD on a Xxxx registered opportunity.



### **3. Sales Activities**

- 3.1. Once an opportunity has been registered, IMSCAD will discuss the opportunity with the customer's Xxxx Account Manager before any further discussion, presentations, meeting, conference call, etc., with the customer.
- 3.2. Xxxx to decide how the opportunity is managed, whether driven by Xxxx with support from IMSCAD, or driven by IMSCAD directly.
- 3.3. In the case of an IMSCAD driven opportunity, IMSCAD to provide Xxxx with regular progress reports at intervals to be agreed with the Xxxx Account Manager. IMSCAD to also give the Xxxx Account Manager and/or Xxxx technical staff plenty of notice of any meetings, conference calls, web demos or webinars in order that they may attend.
- 3.4. Xxxx to have sole discretion over how the eventual customer sale is transacted. Whether the customer orders from IMSCAD and Xxxx invoice IMSCAD a finder's fee, or whether customer orders from Xxxx and Xxxx purchase products and services from IMSCAD.

### **4. Fees and commission**

- 4.1. Any IMSCAD services sold to the customer directly by IMSCAD, IMSCAD to report to Xxxx the sale price and Xxxx to invoice IMSCAD a finder's fee at the agreed percentage.
- 4.2. Any IMSCAD services sold to the customer by Xxxx, IMSCAD to invoice Xxxx at list price minus an agreed Partner commission as set out below:

#### **Partners**

IMSCAD services                      10% of Revenue

### **5. Financial requirements**

- 5.1. IMSCAD require, as standard, payment to be made in advance of any work commencing unless other payment terms are previously agreed.

### **6. Non-competition**

- 6.1. Any restrictions on IMSCAD and Xxxx in this agreement will also apply to any other companies within their groups.
- 6.2. IMSCAD to ensure that their staff contracts of employment protect Xxxx against those employees leaving to join Xxxx competitors and seeking to entice Xxxx customers.
- 6.3. IMSCAD and Xxxx shall not entice away each other's staff while this agreement is in place and for a period of 12 months afterwards.
- 6.4. The customer shall remain a Xxxx customer for the purpose of all future sales after the initial project or engagement. IMSCAD shall not sell direct to Xxxx customers without Xxxx approval while this agreement is in place and for a period of 12 months afterwards



6.5. Autodesk resellers agree not to contract with Citrix directly or with another Citrix partner, unless agreed in advance with IMSCAD, while this agreement is in place and for a period of 12 months afterwards.

6.6. Citrix Partners agree to register any CAD based opportunities, with Autodesk clients, with IMSCAD. These opportunities to be provided to IMSCAD to support these specific customers, unless previously agreed, while this agreement is in place and for a period of 12 months afterwards.

6.7. Both parties agree to maintain the confidentiality of all Business Information and Intellectual Property of the other party that they may become privy to, and to prevent its Unauthorised Disclosure to any other third party.

6.8. This agreement is to remain in force until further notice unless cancelled by either party giving 3 months notice in writing.

## **7. Joint Marketing**

7.1. IMSCAD and Xxxx agree and commit to the adoption of the marketing strategies as detailed in the Partner Marketing Agreement (Attachment A).

7.2. IMSCAD and Xxxx may from time to time engage in joint marketing activities. The apportionment of the costs of these activities to be agreed on a case by case basis. Follow-through of these activities to be agreed on a case by case basis, but always on the basis that any leads and opportunities arising shall be automatically registered by IMSCAD as Xxxx opportunities.

## **8. Governing Law and Jurisdiction**

8.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.

8.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

## **9. Signatures**

**Signed on behalf of Xxxx :**

**Print Name :**

**Dated :**



**Signed on behalf of IMSCAD Ltd :**

**Print Name :**

**Dated :**

## **Attachment A - Partner Marketing Agreement**

### **IMSCAD Agrees To**

Announcement of partnership agreement on our website "news & events" to include overview of your company and link to your website.

Inclusion in our website "Global Partner Map" this is an end user focused tool designed to assist potential clients in finding Autodesk Channel Partners who can provide virtualisation solutions. The "Global Partner Map" will include a link to your company website, a summary overview of your services and products, details of your locations and your contact points.

Internal training webinar for Sales & Technical staff. This will cover an overview of virtualisation and Citrix, an introduction to IMSCAD, marketing strategy, the sales process, communication channels, server specifications, solution costs, typical installations, client success stories and a Q&A session. Additional and periodic training is recommended for both Sales & Technical staff (dates to be agreed)..

We will supply Sales Support Tools - Summary Key Benefits, Who & How to Target Customers, Solution Summary Costs and Sales Power Point Presentation.

Access to the IMSCAD demo servers set up in London & the US for use during sales meetings and client demonstrations.

Hosting, management and presentation of client facing webinars, including content production. We can provide assistance in presentations or marketing material to support you in presenting key virtualisation benefits.

We will allocate you an Account Manager to provide support with marketing and throughout the sales process.

### **Xxxx Agrees To**

Announcement of partnership agreement with IMSCAD and that your organisation now offers virtualisation solutions as part of your product portfolio, this can be linked to initial customer webinar invite (sample press release available).

Announcement on web site via news feature, home/landing page banner to include hyperlink to [imscadglobal.com](http://imscadglobal.com) (logo artwork available).



**A page, area or section of website to be allocated to virtualisation, explaining the key benefits (relevant content and copy available).**

**Customer Webinar focusing on the key business benefits of adopting virtualisation for CAD users. Invitations to be sent to all existing clients and database potentials. This webinar can be hosted and fully managed by IMSCAD or jointly hosted (agreement on exact content can be discussed).**

