



Odoo Partnership Agreement

Note: Version 11 - 2023-05-19

BETWEEN:

Odoo S.A., 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 the appointment, to be a non-exclusive partner promoting and selling “Odoo Enterprise Edition” to customers.

PARTNER commits to doing 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 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 PARTNER access to its project code repository 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.

In addition, ODOO grants PARTNER free access to the ODOO.SH platform for testing and development purposes.

3.2 Restrictions

PARTNER commits to keeping 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. PARTNER agrees to NOT redistribute this code to third parties without the written permission of ODOO.

PARTNER commits to not offer services on Odoo Enterprise Edition to customers who are not covered by an Odoo Enterprise subscription, even during the implementation phase.

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.

PARTNER is not allowed to block, restrict or limit in any way the customer's access and use of the Odoo Enterprise Edition License, without prior consultation and written authorisation from ODOO.

4 Partnership Services

4.1 Partnership levels

The Odoo partner program consists of two types of partnerships and four levels; "Learning Partners" is for companies who want everything necessary to start implementing Odoo, without visibility as an official partner until they get the required experience; "Official Partners" is for companies who want the visibility as Ready, Silver, and Gold, according to their experience with Odoo.

Partnership level granted to PARTNER depends on the *net new Odoo Enterprise users sold* in the last 12 months, the number of certified resources and the customer Retention Rate. The *net new Odoo Enterprise users sold* includes new customers, upsells on existing customer, downsells on existing customers, and customer churn. Renewals of existing contracts do not count towards the number of Users Sold, but PARTNER still gets a commission on these contracts as stated in section [4.2 Benefits](#).

The table below summarizes the requirements that have to be met for each partnership level.

The customer *Retention Rate* is calculated by dividing the total number of Odoo Enterprise customers acquired by PARTNER in the last 3 years that are currently active by the total number of Odoo Enterprise customers acquired by PARTNER in the last 3 years.

	Learning Partner	Official: Ready	Official: Silver	Official: Gold
Annual Net New Odoo Enterprise Users Sold	0	10	75	300
Number of Certified Employees on at least one of the 3 last Odoo versions	0	1	3	6
Minimum Retention Rate	n/a	n/a	70%	80%

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

PARTNER's partnership level will be reviewed quarterly by ODOO, and adjusted to the highest level for which the 3 requirements are met.

However, "Official Partners" may be upgraded automatically to a higher level once they reach the 3 requirements for that higher partnership level.

4.2 Benefits

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

	Learning Partner	Official: Ready	Official: Silver	Official: Gold
Recognition				
Visibility on odoo.com	No	“Ready Partner”	“Silver Partner”	“Gold Partner”
Right to use “Odoo” trademark and Partner Logo	Yes	Yes	Yes	Yes
Training benefits				
Sales Coaching & Webinars	Yes	Yes	Yes	Yes
Access to Odoo Knowledge Base	Yes	Yes	Yes	Yes
Software benefits				
Access to Odoo Enterprise source code and Github repository	Yes	Yes	Yes	Yes
Odoo Enterprise trial extension code	Yes	Yes	Yes	Yes
Access to Odoo.sh for testing and development purposes	Yes	Yes	Yes	Yes
Sales benefits				
Commission on Odoo SH platform ¹	10%	50%	50%	50%
Commission on Odoo Enterprise	10%	10%	15%	20%
Commission on Maintenance of Extra Modules	82%	82%	82%	82%
Dedicated Account Manager & Partner Dashboard	No	Yes	Yes	Yes
Marketing benefits				
Access to marketing material	Yes	Yes	Yes	Yes
PARTNER Event - ODOO support & Promotion	No	Yes	Yes	Yes

4.3 Partner Recognition

ODOO will promote “Official Partners” on the Odoo Partners list on 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 to 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.

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 functional documents, to help PARTNER acquire and leverage Odoo knowledge, grow its business, attract more customers, and build brand awareness.

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

PARTNER also has the option to purchase support services or training by subscribing to an Odoo Success Pack, for an extra fee.

¹ up to a maximum of 150€ (or \$180) of monthly commission per subscription, or 1440€ (or \$1728) of yearly commission per subscription

4.5 Commissions on Odoo Services sold by PARTNER

For ODOO services purchased by a customer through PARTNER, and as long as PARTNER maintains a contractual relationship with the corresponding customer, PARTNER shall receive a commission according to the table of section *4.2 Benefits* and their Partnership level at the date of the customer invoice.

Once a month, PARTNER will receive a purchase order with the commission due for the preceding month. Based on this purchase order, PARTNER shall invoice ODOO, and will be paid within 15 days upon receipt of the invoice.

Maintenance of Covered Extra Modules

PARTNER acknowledges and agrees that when a customer decides to Work with PARTNER², ODOO will delegate the Maintenance of Covered Extra Modules to PARTNER, who becomes the main point of contact of the customer.

PARTNER shall only receive the commission for the Maintenance of Covered Extra Modules as long as the customer does not notify ODOO that they want to stop Working with PARTNER.

5 Fees

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

PARTNER acknowledges that the above-mentioned Partnership fee is not refundable.

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). PARTNER is responsible for paying all Taxes associated with purchases made by PARTNER under this Agreement, except when ODOO is legally obliged to pay or collect Taxes for which PARTNER is responsible.

6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such a 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 the Odoo brand name, trademarks and logos 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

² "Working with an Odoo Partner" and "Covered Extra Modules" are defined in the Odoo Enterprise Subscription Agreement between ODOO and customers.

7 Liability and Indemnities

Both Parties are bound by a best endeavours obligation hereunder.

To the maximum extent permitted by law, the liability of each Party 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 proved, 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 each Party 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 under this Agreement.

PARTNER acknowledges that he has no expectations 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.

8 Brand Image

The “Odoo” mark (including the word mark and its visual representations and logos) is the exclusive property of ODOO.

ODOO authorizes PARTNER to use the “Odoo” mark to promote its products and services, for the duration of this agreement only, as long as:

- There is no possible confusion that the service is provided by PARTNER, not ODOO;
- PARTNER does not use the word “Odoo” in their company name, product name, domain name, and does not register any trademark that includes it.

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 with the provisions of this section shall be a cause for termination of this Agreement.

8.1 Publicity

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

In particular, PARTNER accepts to be mentioned in the official list of Odoo Partners on odoo.com, and that PARTNER’s logo and trademarks may be used for this purpose only.

8.2 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 12 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 the other Party an amount of EUR (€) 30 000.00 (thirty thousand euros).

8.3 Independent Contractors

The Parties are independent contractors, and this Agreement shall not be construed as constituting either Party as a partner, joint venture or fiduciary of the other, as creating any other form of a 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.

<p>Signatures</p> <p style="text-align: center;">For ODOO, For PARTNER,</p>

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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