Answergrove Partner Agreement

Agreement No. KSJ-PA-2026-___, [place], [date]

Parties

1. SIA KSJ, registration No. 40203679083, VAT No. LV40203679083, Lielbērze 10, Auru pagasts, Dobeles novads, LV-3701, Latvia, represented by board member Kaspars Jurjāns ("KSJ"), and

2. [Partner legal name], registration No. [ ], VAT No. [ ], [address], represented by [name, position] ("Partner").

1. Subject

1.1. The Partner introduces Answergrove, a private AI assistant for SharePoint made and delivered by KSJ, to organisations it works with. KSJ pays the Partner a commission for customers introduced this way.

1.2. Each customer signs its pilot and rollout agreements directly with KSJ and pays KSJ. The Partner does not resell Answergrove and does not sign agreements on KSJ's behalf.

2. Introduced customers

2.1. A customer counts as introduced by the Partner when the Partner names it to KSJ in writing (e-mail is enough) before the customer signs a pilot agreement with KSJ, and KSJ confirms in writing that the customer was not already in contact with KSJ.

2.2. The Partner stays the customer's contact. KSJ sends the Partner a copy of the day-10 pilot summary, unless the customer objects.

3. Commission

3.1. For each introduced customer, KSJ pays the Partner 20 % of the amounts, exclusive of VAT, that the customer pays KSJ for the Answergrove pilot and for the rollout that follows within 12 months after the pilot ends.

3.2. No commission is due on Azure or other Microsoft costs, on support or maintenance contracts, or on amounts the customer has not paid.

3.3. After each customer payment reaches KSJ, KSJ tells the Partner the amount. The Partner then invoices KSJ, and KSJ pays within 14 days of the invoice. VAT is applied according to law; for a Partner in another EU member state with a valid VAT number the reverse charge applies.

4. Answergrove stays KSJ's product

4.1. Answergrove, its name, source code, documentation and materials belong to KSJ. The Partner may use the name Answergrove and the materials KSJ provides to introduce the product, but may not present Answergrove as its own product, rebrand it, copy it or build a similar product from KSJ's materials.

4.2. KSJ delivers the pilot and rollout under its own name.

5. Confidentiality and data

5.1. Each party keeps the other party's confidential information, including customer information shared under this Agreement, confidential, also after this Agreement ends.

5.2. The Partner does not process the customer's documents under this Agreement. Personal data exchanged between the parties is limited to business contact details and is used only for this Agreement.

6. Term

6.1. This Agreement is not exclusive for either party and has no targets or fees.

6.2. It is valid until terminated. Either party may terminate it with 30 days' written notice. Commission for customers introduced before termination remains payable under point 3.

7. Other terms

7.1. This Agreement is governed by the laws of the Republic of Latvia. Disputes that cannot be settled by negotiation are resolved by the courts of the Republic of Latvia.

7.2. Changes are valid only in writing and signed by both parties. The Agreement may be signed with qualified electronic signatures.

KSJ: SIA KSJ, board member Kaspars Jurjāns

Partner: [name, position]
