

## Configura CET Partner License Agreement ("CETPL")

This license agreement ("License"), for the development of Configura CET software, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ ("Effective Date"), by and between the Parties listed below. CSAB and Partner are sometimes jointly hereinafter referred to as the ("Parties").

CSAB: Configura Sverige AB, of Linköping, Sweden, with its principal place of business at Box 306, SE-58102 Linköping, hereinafter referred to as ("CSAB"); and

PARTNER: PARTNER NAME, of CITY, COUNTRY, with its principal place of business at ADDRESS, hereinafter referred to as ("Partner"). Partner is hereby given the Partner Identification Number: \_\_\_\_\_

PARTNER MENTOR: NAME, ADDRESS, CITY, COUNTRY with the Partner Identification Number: \_\_\_\_\_

### 1. General; Definitions.

This License applies to the Configura CET Development Platform, referred to as ("CETDEV") or "Developer Software", owned by CSAB and which is made available subject to the terms of this Agreement, referred to as ("Licensed Software"). As used in this License:

1.1 "Applicable Patent Rights" mean: (a) in the case where CSAB is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to CSAB and (ii) that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where Partner is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to Partner and (ii) that cover subject matter in Partner's Extensions, taken alone or in combination with Original Code.

1.2 "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.3 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.4 "Developer" means the individual or legal entity that is hired as an employee or independent contractor by the Partner.

1.5 "Effective Date" means the date in the preamble of this Agreement upon being accepted in writing by CSAB as evidenced by its signature on the signature page of this License.

1.6 "Extension" means an extension to the CSAB's Configura CET Runtime Platform (CETRT). An Extension may include New Code developed by You.

1.7 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of the Original Code, any previous Modifications, the combination of Original Code and any previous Modifications, and/or any respective portions thereof. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; (b) any new file added to the Covered Code; and/or (c) any other representation of computer program statements that contains any part of Covered Code.

1.8 "New Code" means the Source Code developed by You and object code compiled from such Source Code or other work as originally made available by You to be a part of Extension build by You or other party.

1.9 "Non-commercial purposes" means using the Covered Code for development and sole use by Partner only.

1.10 "Original Code" means (a) the Source Code of the Developer Software or other work as originally made available by CSAB under this License, including the Source Code of any updates or upgrades to such programs or works made available by CSAB under this License; (b) the object code compiled from such Source Code and originally made available by CSAB under this License; and (c) executable and/or binary files.

1.11 "Participant" means the individual or person employed by the Partner.

1.12 "Partner" means the individual or legal entity exercising or securing rights under this License. For

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legal entities, "Partner" includes any entity which controls, is controlled by, or is under common control with, Partner, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.13 "Partner Group" means the Partner plus his own network of recruited Partner's.

1.14 "Period" means one-month intervals from one payment to the next payment in the compensation program.

1.15 "Partner Mentor" means the Partner that recruited another Partner bound by this agreement. The Partner is a member of the Partner Group of the Partner Mentor.

1.16 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable program (object code).

## **2. Permitted Uses; Conditions & Restrictions.**

Subject to the terms and conditions of this License, CSAB hereby grants Partner on the Effective Date, a non-exclusive, world-wide, non-transferable, non-assignable license to the extent of CSAB's Applicable Patent Rights and copyrights covering the Original Code, to do the following:

2.1 New Code and Extension. Partner may create New Code and publish Extensions to the CSAB's Configura CET Runtime Platform (CETRT) for commercial purposes ("Partner Extensions"), provided that in each instance Partner also meet all of these conditions:

- (a) Partner must maintain in full force and effect the Configura CET Developer License Agreement (CETDL) with CSAB. All terms and conditions contained therein are incorporated herein by reference;
- (b) Partner will make Partner's Extensions available exclusively to CSAB;
- (c) Partner is prohibited from renting, lending, loaning, selling, leasing, distributing, transferring, publishing, disclosing, or otherwise making available Partner's Extensions or copies thereof to others;
- (d) Partner agrees that Partner's Extensions may only be published and licensed or sublicensed through CSAB's licensing program, and subject to the terms of that licensing program;
- (e) Partner agrees to and does hereby grant, convey and license to CSAB a perpetual, irrevocable, exclusive, world-wide, transferable or assignable, license in Partner's Extension so long as this Partner agreement remains in full force and effect;
- (f) CSAB may test Partner's Extensions with the most recent version of CETRT and determine if Partner has complied with any and all additional requirements imposed by CSAB, after which CSAB, at its sole discretion, may accept Partner's Extensions and market the Extension on the Configura Extension Center portal on the Internet;
- (g) If CSAB agrees to market Partner's Extensions, Partner agrees that CSAB has the right, at CSAB's sole discretion, to include Partner or information relating to Partner, in any of its marketing and/or advertising materials, press releases or other published materials, arising out of or relating to this Partner license agreement;

2.2 Royalty. CSAB agrees to pay Partner in accordance with the compensation program attached hereto as Exhibit A and that CSAB collects for the licensing of Partner's Extensions. CSAB further agrees to pay Partner the royalty amount on a monthly basis from the monthly or prorated monthly royalties collected in the previous month.

## **3. Protection and Security.**

The Covered Code contains copyrighted material, trade secrets and other proprietary material. In order to protect these rights, except as permitted by applicable legislation, Partner agrees to use best efforts and to take all reasonable steps to safeguard the Covered Code and licensed materials to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form shall be made. Partner acknowledges that the Covered Code and the related documentation contain valuable, confidential information and trade secrets and that

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unauthorized use and/or copying are harmful to CSAB.

**4. Responsibility.**

PARTNER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE COVERED CODE IS AT PARTNER'S SOLE AND ENTIRE RISK. PARTNER HAS AND AGREES TO SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA, PROGRAMS, AND/OR EQUIPMENT USED IN CONNECTION WITH THE COVERED CODE AND WILL NOT MAKE A CLAIM AGAINST CSAB FOR LOST DATA, INACCURATE OUTPUT AND LOST PROFITS FROM USE OR MODIFICATION OF THE COVERED CODE. PARTNER AGREES TO HOLD CSAB HARMLESS FROM ANY CLAIMS BASED ON USE OR MODIFICATION OF COVERED CODE.

**5. Export Control.**

By using the Covered Code, creation of New Code and publishing Extensions, You agree that you are complying with all applicable local and international laws, including but not limited to the export and import regulations of Partner's country and any other required countries.

**6. Taxes.**

Partner shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, local, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement.

**7. Disclaimer of Warranty on Software.**

**PARTNER ASSUMES ALL RISK OF PARTNER'S USE OF THE COVERED CODE AND AGREES NOT TO USE THE COVERED CODE IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR. THE COVERED CODE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND CSAB EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CSAB DOES NOT WARRANT INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. PARTNER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE COVERED CODE. FURTHERMORE, CSAB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE COVERED CODE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE COVERED CODE PROVE DEFECTIVE, PARTNER (AND NOT CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE) ASSUMES THE ENTIRE COST OF ALL-NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO PARTNER.**

**8. Limitation of Liability.**

(a) **UNDER NO CIRCUMSTANCES SHALL CSAB, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO PARTNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATING TO THIS LICENSE OR PARTNER'S USE, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE COVERED CODE OR RELATED DOCUMENTATION, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO PARTNER. IN NO EVENT SHALL CSAB'S TOTAL LIABILITY TO PARTNER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EXCEED THE PRICE PAID BY PARTNER FOR THE LICENSED SOFTWARE. PARTNER AGREES TO BEAR ALL COSTS RESULTING FROM THE USE OF THE COVERED CODE;** and

(b) Partner agrees to indemnify and hold harmless CSAB, or its directors, officers, employees or agents from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's

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fees and other legal expenses, arising directly or indirectly from any contract entered into by Partner and any third party arising out of or relating directly or indirectly to this License.

**9. Trademarks.**

This License does not grant any rights to use any trademarks, service marks, logos or trade names belonging to CSAB (collectively "CSAB Marks") without permission from CSAB.

**10. Ownership.**

CSAB retains all rights, title and interest in and to the Original Code, Partner's Modifications, and any Modifications made by or on behalf of CSAB ("CSAB Modifications") which shall automatically be subject to this License. Subject to the licenses granted under this License, Partner retains all rights, title and interest in and to Partner's Extensions made by Partner.

**11. Termination.**

This License and the rights granted hereunder will terminate:

- (a) with written notice from either Party, at its discretion, to other Party; or
- (b) automatically with written notice from CSAB or Partner if either Party fails to comply with any term(s) of this License and fails to cure such breach within 30 days of becoming aware of such breach.

**12. Effect of Termination.**

Upon termination, Partner agrees to immediately stop any further use and/or modification of the Covered Code and destroy all copies of it that are in Partner's possession or control. CSAB shall continue to make any royalty payments upon termination. Provisions, which, by their nature, should remain in effect beyond the termination of this License, shall survive, including but not limited to Sections 2, 7, 8, 9, 10, 12 and 13. No party will be liable to any other for compensation other than royalties described in 2.2, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of any party.

**13. Miscellaneous.**

13.1 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among Partner and CSAB, and Partner will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

13.2 Independent Development. Nothing in this License will impair CSAB's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with the New Code or Extensions that Partner may develop.

13.3 Waiver; Construction. Failure by CSAB to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation, which provides that the language of a contract shall be construed against the drafter, will not apply to this License.

13.4 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts Partner from fully and/or specifically complying with Section 2 or prevents the enforceability of this Section, this License will immediately terminate and Partner must immediately discontinue any use of the Covered Code and destroy all copies of it that are in Partner's possession or control.

13.5 Dispute Resolution. All claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under, out of, or in connection with this License which cannot be amicably settled and resolved by the parties hereto, shall be finally settled or determined by arbitration before a panel of arbitrators in Stockholm, Sweden, in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce and any final award rendered in such arbitration shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Arbitration proceedings shall be in the English language.

13.6 Governing Law. This License shall be governed by the laws of Sweden.

13.7 Assignment. (a) The parties agree that Partner may not assign, transfer, or convey this License, in whole or in part, without the express written consent of CSAB. Any assignment in violation of this

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Agreement is deemed null and void at the election of the CSAB and is enforceable by equitable relief. (b) The parties further agree that CSAB shall have the right to assign, transfer, or convey any interest, or rights, in whole or in part of this License.

13.8 Entire Agreement. This License and the license between CSAB and Partner for the Configura CET Development Platform License constitute the entire agreements between CSAB and Partner and supersede any and all prior or contemporaneous understandings or agreements, whether written or oral. This License Agreement shall not be modified by Partner except by a written agreement executed by an authorized representative of CSAB and Partner.

PARTNER:

Legal Name of Partner: \_\_\_\_\_

State and country where legally organized: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Person signing on behalf of Partner: \_\_\_\_\_

Title of Person signing: \_\_\_\_\_

Signature: \_\_\_\_\_

CSAB:

Accepted by Configura Sverige AB

By: \_\_\_\_\_

Printed Name and title: \_\_\_\_\_

Hereby initialed by both parties: \_\_\_\_\_

**EXHIBIT A**  
**COMPENSATION PROGRAM**

The compensation paid to a Partner is based on the fees received from an end-user for Runtime and Extensions during a Period. Compensation will be paid thirty (30) days after the end of the month in which royalties have been earned. Royalties and Bonus are not deemed earned until payment is received from the end-user.

**1. SUMMARY OF COMPENSATION PROGRAM**

The potential compensation to the partner network is based on the following:

1. 58% - 80% in Extension Royalty of the subscription fees paid by the end user for an Extension. The amount of the royalty depends on the volume for the specific Extension.
2. Up to 30% in Sales Royalty of the subscription fee paid by end users for the Runtime. The amount of the royalty depends on the Extension fee compared to the total fee for an end-user.
3. The possibility to receive additional Leadership Bonus of up to 12% of the royalty based on the compensation a Partner receives in Extension and Sales Royalties.
4. The possibility to receive additional Quality Bonus up to 6% of the royalty based on the compensation a Partner receives in Extension and Sales Royalties.

**2. DETAILED DESCRIPTION OF COMPENSATION PROGRAM**

**2.1 Compensation types**

There are four types of possible compensations available for the partner.

1. Extension Royalty
2. Sales Royalty
3. Leadership Bonus
4. Quality Bonus

**2.1.1 Extension Royalty**

The Extension Royalty is recognition for the created content. The compensation from an Extension depends on the number of users or how much income an individual Extension generates. The compensation is calculated using Table 1 below. The first column in the table shows the number of paying users of the Extension during the Period. The second column shows the income from an Extension during a Period. The highest compensation percentage from the number of users and income is used to calculate the Extension Royalty. The Extension Royalty is calculated by multiplying the income from an Extension during a period with the compensation percentage.

<u>Number of users</u>	<u>Income</u>	<u>Compensation percentage</u>
1-199	\$1-\$3,999	58%
200-399	\$4,000-\$7999	60%

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400-599	\$8,000-11,999	62%
600-1199	\$12,000-24,999	64%
1200-2399	\$25,000-49,999	68%
2400-4799	\$50,000-99,999	72%
4800-9599	\$100,000-199,999	76%
Over 9600	over \$200,000	80%

TABLE 1. Extension Percentage Table

### 2.1.2 Sales Royalty

The Sales Royalty is recognition for the created user and is a share in the income from the CET Runtime. The size of the share depends on the Extension income compared with income from other Extensions and the income from the CET Runtime.

The combined total share for all Partners available as Sales Royalty is 30% of the income from CET Runtime. The Sales Royalty is calculated by multiplying the share with the Extension income and divide the result with the total income from that user during the Period.

### 2.1.3 Leadership Bonus

The Leadership Bonus is recognition for leadership, long-term stability and growth. A partner that generates results within its own network will qualify for compensation. The maximum compensation is 12% of the Extension and Sales Royalty received by the partner.

The size of the bonus depends on performance values that currently are:

- Partner participates in Configura arranged leadership functions.
- Partner introduction of new Extensions.
- Partner stability and growth.

A partner could advance several levels between each Period. A partner could only go back one level between each Period.

The Leadership Bonus levels are currently defined as:

- A. One Star Leader. Partner qualifies for 2% in Leadership Bonus.
  1. Partner has had at least one (1) participant in a leadership meeting during the last 12 months.
- B. Two Star Leader. Partner qualifies for 4% in Leadership Bonus.
  1. Partner has had at least one (1) participant in a leadership meeting during the last 12 months.
  2. The Partner Group has published at least one (1) new Extension during the last 12 months.
- C. Three Star Leader. Partner qualifies for 6% in Leadership Bonus.
  1. Partner has had at least one (1) participant in a leadership meeting during the last 12 months.
  2. The Partner Group has had at least two (2) participants in a leadership meeting during the last 12 months.

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3. The Partner Group has introduced at least one (1) new Extension during the last 12 months.
- D. Four Star Leader. Partner qualifies for 8% in Leadership Bonus.
1. Partner has had at least one (1) participant in a leadership meeting during the last 12 months.
  2. The Partner Group has had at least two (2) participants in a leadership meeting during the last 12 months.
  3. The Partner Group has published at least two (2) new Extensions during the last 12 months.
  4. The total Royalty for the Partner Group has increased since the last compensation payment.
- E. Five Star Leader. Partner qualifies for 12% in Leadership Bonus.
1. Partner has had at least one (1) participant in a leadership meeting during the last 12 months.
  2. The Partner Group has had at least two (2) participants in a leadership meeting during the last 12 months.
  3. The Partner Group has published at least three (3) new Extensions during the last 12 months.
  4. The total Royalty for the Partner Group has increased since the last compensation payment.

#### 2.1.4 Quality Bonus

The Quality Bonus is recognition for Extension quality and development expertise. A partner that have trained developers and develop quality Extensions will qualify for compensation. The maximum compensation is 6% of the Extension and Sales Royalty received by the partner.

The size of the bonus depends on performance values that currently are:

- Partner participates in Configura arranged development functions.
- Partner develops and maintains Extensions with recognized quality by the end-user community.
- Partner introduces new Extensions and show stability and growth.

A partner could advance several levels between each compensation payment. A partner could only go back one level between each compensation payment.

The Quality Bonus levels are currently defined as:

- A. One Star Competence Center. Partner qualifies for 1% in Quality Bonus.
1. Partner has had at least one (1) developer that is trained inline with step 1 of the Configura CET Developer Training Schedule.
  2. Partner has had at least one (1) developer on at least one (1) development meeting during the last 12 months.
- B. Two Star Competence Center. Partner qualifies for 2% in Quality Bonus.

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1. Partner has at least one (1) developer that is trained inline with step 2 of the Configura CET Developer Training Schedule.
  2. Partner has had at least one (1) developer on at least one (1) development meeting during the last 12 months.
- C. Three Star Competence Center. Partner qualifies for 3% in Quality Bonus.
1. Partner has at least one (1) developer that is trained inline with step 3 of the Configura CET Developer Training Schedule.
  2. Partner has had at least two (2) developers on at least one (1) development meeting during the last 12 months.
  3. The Partner Group has introduced at least one (1) new Extension during the last 12 months.
- D. Four Star Competence Center. Partner qualifies for 4% in Quality Bonus.
1. Partner has at least two (2) developers that are trained inline with step 3 of the Configura CET Developer Training Schedule.
  2. Partner has had at least three (3) developers on at least one (1) development meeting during the last 12 months.
  3. The Partner Group has introduced at least one (1) new Extension during the last 12 months.
  4. The total Royalty for the Partner Group has increased since the last compensation payment.
- E. Five Star Competence Center. Partner qualifies for 6% in Quality Bonus.
1. Partner has at least three (3) developers that are trained inline with step 3 of the Configura CET Developer Training Schedule.
  2. Partner has had at least five (5) developers on at least one (1) development meeting during the last 12 months.
  3. The Partner Group has introduced at least two (2) new Extensions during the last 12 months.
  4. The total Royalty for the Partner Group has increased since the last compensation payment.

#### 2.1.5 Partner Group Bonus

Partner that recruit new partners could also receive Leadership Bonus and Quality Bonus on Royalties received by the recruited partners. The bonus for each partner is calculated on the group bonus minus the group bonus for each recruited partner.

#### 2.2 Royalty Distribution Tables

Compensation will by default be distributed to the Extension Publisher. When several partners cooperate to market and produce the Extension they could agree to share the compensation among each other. The partner network has the possibility to report to Configura how compensation should be distributed within the partner network.

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Partners can report to Configura how Extension Royalty and Sales Royalty shall be distributed for each Extension. See example below in TABLE 2.

Extension Royalty Distribution Table for Extension 1134

Partner number	Distribution percentage
1034	55%
2321	20%
4567	15%
6523	10%

TABLE 2. Extension Royalty Distribution Table

3. **EXAMPLES**

3.1 Compensation Example

The example shows one user that pays a yearly subscription fee of \$1775 for the Runtime and the Extensions. The compensation to the partners will be between \$800 and \$944 depending on how the partners qualify for bonus.

	Runtime	E1	E2	E3	E4	E5	E6	TOTAL
Subscription fee	\$750	\$50	\$150	\$250	\$75	\$300	\$200	<b>\$1 775</b>
Percentage of TOTAL	42%	3%	8%	14%	4%	17%	11%	
Total number of users		2500	600	800	3000	1000	300	
Compensation percentage		72%	64%	64%	72%	68%	60%	
Extension Royalty		\$36	\$96	\$160	\$54	\$204	\$120	\$670
Sales Royalty		\$6	\$19	\$32	\$10	\$38	\$25	\$130
Maximum available Leadership Bonus		\$5	\$14	\$23	\$8	\$29	\$17	\$96
Maximum available Quality Bonus		\$3	\$7	\$12	\$4	\$15	\$9	\$48
Maximum available compensation		\$50	\$136	\$226	\$75	\$286	\$172	<b>\$944</b>
Maximum percentage of TOTAL		3%	8%	13%	4%	16%	10%	53%
Minimum available compensation		\$42	\$115	\$192	\$64	\$242	\$145	<b>\$800</b>
Minimum percentage of TOTAL		2%	6%	11%	4%	14%	8%	45%

TABLE 3. Example with six Extensions

3.2 Group Bonus Example

The example is based on that we have one partner (P1) that has recruited two partners (P2) and (P3). P1 has received a total of \$1000 in Extension and Sales Royalty. P2 and P3 have received \$500 each. P1 qualify for 10% in Leadership bonus and 4% in quality bonus. P2 qualify for 6% in Leadership bonus and 4% in quality bonus. P3 qualify for 8% in Leadership bonus and 6% in quality bonus.

The bonus for P1 is calculated as follows:

$$\text{Leadership bonus P1} = 10\% * \$2000 - \text{Leadership bonus P2 and P3} = \$130$$

$$\text{Quality bonus P1} = 4\% * \$2000 - \text{Quality bonus P2 and P3} = \$30$$

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Extension	Royalty				Bonus qualification		Bonus	
	Sales	Own total	Group		Leadership	Quality	Leadership	Quality
P1	\$600	\$400	\$1 000	\$2 000	10%	4%	\$130	\$30
P2	\$300	\$200	\$500	\$500	6%	4%	\$30	\$20
P3	\$300	\$200	\$500	\$500	8%	6%	\$40	\$30

TABLE 4. Bonus example with two recruited partners

In this example P1 receives \$160 in bonus. That is extra 16% compared to the \$1000 that P1 has received in Royalty. The total bonus paid in compensation to P1, P2 and P3 is \$280. The maximum available bonus is \$360.

4. **GENERAL**

4.1 CSAB, at its sole discretion and without notice, may modify, change, and/or update this Compensation Program or any portion thereof at any time.

4.2 CSAB will arrange Partner Steering Group Meetings. Partner Steering Group meetings should address Compensation Program related topics. The Partner Steering Group can only discuss and give advice to CSAB. A partner is not by default a member of the Steering Group. CSAB shall, at its sole discretion, invite a Partner to participate in a Partner Steering Group meeting. A Partner Steering Group Meeting should be held minimum once per year.

4.3 CSAB will arrange regular Open Leadership Meetings. Leadership meetings should address sales and management related topics.

4.4 CSAB will arrange regular Open Development Meetings. Development meetings should address CET Development related topics.

4.5 CSAB will arrange Exclusive Leadership and Development meetings for Partner’s specially invited by CSAB. Invited Partner’s have reached extraordinary results in Royalty and Bonus. Levels to qualify are decided by CSAB. CSAB may, at its sole discretion, decide to pay all cost for travel and accommodation for Invited Partner’s at these exclusive meetings.

4.6 The general rule is that Partners pay for travel and accommodation to participate in any open meetings. There could also be an administrative cost related to participating in each meeting.

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