

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

This Configura CET Partner License Agreement ("Agreement") 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").

### 1. General; Definitions.

This Agreement 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.

Partner must also maintain in full force and effect, and expressly agrees to all of the terms and conditions contained in the Configura CET Developer License Agreement (CETDL) entered into between Partner and CSAB. All of the terms and conditions in the CETDL are incorporated herein by reference in its entirety and are deemed, amended as necessary, to apply to this Agreement as well. The CETDL can be found in its entirety at [www.configura.com/agreements](http://www.configura.com/agreements).

1.1 "Partner" is defined above and is the same as "You" as defined in the CETDL.

1.2 "Extension Owner" means a legal entity owning an "Extension" as defined in the CETDL.

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

2.1 New Code and Extension. To the extent that Partner, individually or on behalf of an Extension Owner, creates New Code (as defined in the CETDL) and publish an Extension (as defined in the CETDL) to the CSAB's Configura CET Runtime Platform (CETRT) for commercial purposes ("Partner's Extensions"), Partner agrees to all of the following terms and conditions:

- (a) Partner will make Partner's Extensions available exclusively to CSAB;
- (b) 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;
- (c) Partner agrees that Partner's Extensions may only be published using the Configura Market Place portal on the Internet or other platform, as determined in its sole discretion, by CSAB;
- (d) Partner agrees to and does hereby grant, convey and license to CSAB an exclusive, world-wide, transferable or assignable, license in Partner's Extensions so long as this Agreement remains in full force and effect;
- (e) CSAB may test Partner's Extensions with the most recent version of CETRT and determine if Partner has complied with any and all requirements imposed by the CETDEV and/or as otherwise required by CSAB. If Partner's Extensions comply with such requirements, CSAB shall publish the Partner's Extension. If CSAB rejects any Partner's Extension pursuant to this Section, CSAB shall notify Partner;
- (f) 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 Agreement;
- (g) Partner agrees that the Extension Owner shall control, in its sole discretion, who may use the published Partner Extensions.
- (h) Partner agrees that the Extension Owner shall establish, in its sole discretion, the price at which licenses to the Partner's Extensions may be sold.

2.2 Royalty. CSAB agrees to pay Partner a royalty fee based on the fees that CSAB collects for the licensing of Partner's Extensions ("Royalty Fee"). Royalty Fee shall be defined as all of the fees CSAB collects from an end user for licensing of Partner's Extensions ("total fees") less (i.e., minus) any fees paid back to an end user on returns of, or for any other reason relating to, Partner's Extensions, applicable taxes, and a CSAB service charge fee of fifteen percent (15%) of the total fees.

CSAB further agrees to pay Partner the Royalty Fee on a monthly basis from the monthly or prorated monthly licensing fees of Partner's Extensions collected in the previous month. Royalties are not deemed earned until payment is collected from the end-user.

CSAB agrees to make the Royalty Fee payment in accordance with Partner's instructions provided in the Extension Royalty Fee Payment Information form as set forth in Exhibit A, attached hereto. In the absence of Partner's instructions, CSAB shall (i) make the Royalty Fee payment to the name and address of the Partner, as identified in the preamble of this Partner Agreement, with (ii) said payments being stated and paid in US dollars. Royalty Fees collected in currency other than the payment currency shall be converted into the payment currency based upon the exchange rate at the time when the Royalty Fee is collected or paid, whichever is lowest. "Payment currency" means the currency as instructed by the Partner in the Extension Royalty Fee Payment Information form as set forth in Exhibit A or the default payment currency of US dollars, whichever is applicable. Partner has to be the Extension Owner to fill in the Extension Royalty Fee Payment form in Exhibit A.

### 3. Export Control.

Partner agrees to comply 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, in connection with the Partner's Extensions.

### 4. Taxes.

Partner shall, in addition to the other amounts payable under this Agreement, be solely responsible for paying all taxes including but not limited to sales, and other taxes, federal, state, local sales, use, excise value-added, privilege or assessments, governmental charges, or otherwise, and any other taxes, however designated, levied, or imposed arising out of or relating to, or associated with amounts payable under, this Agreement, other than any taxes which may be imposed on CSAB's income. Partner agrees to indemnify and hold CSAB harmless from and against violation or breach of this Section.

### 5. Indemnification.

Partner agrees to defend, indemnify and hold harmless CSAB, its officers, directors, employees, shareholders, members, owners, subsidiaries, affiliated and related companies and agents, successors, and assigns, resellers, distributors, licensees, sublicensees, end users, subscribers, customers or any other user of the Partner Extensions (collectively, the "Licensed Indemnitees") from and against any and all claims, suits, actions, proceedings, demands, assessments, obligations and liabilities, costs, loss, damages, judgments, attorney fees, license fees, settlement or expenses arising out of or in connection with (i) any violation or infringement or alleged violation or infringement of a third party's rights resulting in whole or in part from the use or license of the Partner's Extensions, and (ii) any contract entered into by Partner and any third party arising out of or relating directly or indirectly to this Agreement or Partner's Extensions.

### 6. Term; Termination.

6.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year thereafter ("Initial Term"), and automatically renew for successive one (1) year periods ("Renewal Term(s)"), unless terminated earlier pursuant to the terms of Sections 6.2 or 6.3. The Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

6.2 Termination. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party prior the end of the Initial term, or the end of any subsequent Renewal Term, which if timely provided, would terminate the Agreement effective as of the last day of the Term.

6.3 Breach. In the event either party materially breaches any term in this Agreement, the breaching party shall have a period of thirty (30) business days from its actual receipt of written notice from the non-breaching party (the "Cure Period") to cure the breach. If, at the conclusion of the Cure Period, the breach has not been cured, the non-breaching party may immediately terminate this Agreement by providing written notice.

6.4 Effect of Termination, Survival. CSAB shall continue to make any Royalty Fee payments in accordance with Section 2 following termination with regard to any licensing of Partner's Extensions prior

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

to termination. Provisions which, by their nature, should remain in effect beyond the termination of this Agreement shall survive, including but not limited to Sections 3, 4, and 5.

**7. Miscellaneous.**

7.1 Entire Agreement. This Agreement and its attachments constitute the entire agreement between CSAB and Partner for the subject matter herein and supersede any and all prior or contemporaneous understandings or agreements, whether written or oral. This 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, Extension Royalty Fee Payment Information

Extension Name: \_\_\_\_\_

Extension Number: \_\_\_\_\_

Extension Price: \_\_\_\_\_

Royalty Fee for above defined Extension shall be paid to the following recipients;

Recipient number (1, 2, 3, or ...): \_\_\_\_\_ (*NA if not shared with others*)

Share of Royalty Fee in Percentage: \_\_\_\_\_ (*100% if not shared with others*)

Name: \_\_\_\_\_

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

Postcode and City: \_\_\_\_\_

Attention to (if applicable): \_\_\_\_\_

Payment acknowledgement email address: \_\_\_\_\_

Memo code (if applicable): \_\_\_\_\_

Payment currency (USD, GBP, EUR, or SEK): \_\_\_\_\_

Bank name: \_\_\_\_\_

Bank account: \_\_\_\_\_

Swift account: \_\_\_\_\_

Wire transfer: \_\_\_\_\_

Recipient number (2, 3, or ...): \_\_\_\_\_ (*if shared with others*)

Share of Royalty Fee in Percentage: \_\_\_\_\_

Name: \_\_\_\_\_

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

Postcode and City: \_\_\_\_\_

Attention to (if applicable): \_\_\_\_\_

Payment acknowledgement email address: \_\_\_\_\_

Memo code (if applicable): \_\_\_\_\_

Payment currency (USD, GBP, EUR, or SEK): \_\_\_\_\_

Bank name: \_\_\_\_\_

Bank account: \_\_\_\_\_

Swift account: \_\_\_\_\_

Wire transfer: \_\_\_\_\_

### Partner Signature

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

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

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

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

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

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

Place and date: \_\_\_\_\_