

## Configura CET Developer License Agreement ("CETDL")

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### 1. General; Definitions.

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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 You are the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to You and (ii) that cover subject matter in Your Extensions, taken alone or in combination with Original Code.

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

1.3 "Documents" means any and all information on the capabilities, design details, features, limitations, written programs, procedures, rules and associated information pertaining to the operation of the Covered Code, systems, or application software as well as including but not limited to manuals, web content, text, icons, images, examples, language translations in language resource files, and/or any other written material of, relating to, or distributed with the Covered Code, systems, or application software.

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

1.5 "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, and/or to the Documents. 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.

1.6 "New Code" means the Source Code developed by You and object code compiled from such Source Code or other work as originally made available by You to be a part of Extension build by You or other party.

1.7 "Non-commercial purposes" means using the Covered Code for development and sole use by You only. If You are a Student, "Non-commercial purposes" means using the Covered Code only in the Students' classroom applications for the educational institution with which the Student is enrolled.

1.8 "Original Code" means (a) the Source Code of the Developer Software or other work as originally made available by CSAB under this License Agreement, including the Source Code of any updates or upgrades to such programs or works made available by CSAB under this License Agreement; (b) the object code compiled from such Source Code and originally made available by CSAB under this License Agreement; (c) executable and/or binary files; and (d) any and all Documents.

1.9 "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).

1.10 "Student" means an individual who is enrolled in an educational institution of a school, college, or university.

1.11 "You" or "Your" means an individual or a legal entity exercising or securing rights under this License Agreement. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, 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.

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

Subject to the terms and conditions of this License Agreement, CSAB hereby grants You, effective on the date You accept this License Agreement and download the Original Code, 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 Unmodified Code - Single User. You may use an unmodified copy of the Original Code, regardless of the media on which it is distributed, for non-commercial purposes, provided that You also meet all of these conditions:

- (a) You use the Original Code on a single computer only. The single computer excludes server computers and local area network computers;
- (b) You may make copies of the Original Code in machine-readable form for backup purposes only. You must reproduce on the backup copy CSAB's copyright notice and any other proprietary legends that are on the original copy of the Source Code; and
- (c) Automatic Updates. CSAB may update the Licensed Software at any time and, when this occurs, CSAB shall automatically provide the updates to You. To receive the updates to the Licensed Software, You agree to regularly make the computer You use in Section 2.1(a) available over the world wide network or internet to receive the automatic updates from CSAB.

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- (a) You use the Original Code on a single computer or multiple computers up to and including the number of additional persons or users with which the Original Code is licensed. If the Original Code is installed on any medium which is accessible to more than one person at a time, such as a computer network disk drive, access to the Original Code must be limited to the total number of additional persons or users for the agreed upon license;
- (b) You may make copies of the Original Code in machine-readable form for backup purposes only. You must reproduce on the backup copy CSAB's copyright notice and any other proprietary legends that are on the original copy of the Source Code; and
- (c) Automatic Updates. CSAB may update the Licensed Software at any time and, when this occurs, CSAB shall automatically provide the updates to You. To receive the updates to the Licensed Software, You agree to regularly make the computer You use in Section 2.2(a) available over the world wide network or internet to receive the automatic updates from CSAB.

2.3 Modified Code. You may make Modifications to the Original Code for non-commercial purposes ("Your Modifications"), provided that in each instance You also meet all of these conditions:

- (a) You must satisfy all the conditions of Sections 2.1 or 2.2 with respect to the Original Code;
- (b) You may install the Original Code on any one (1) additional medium, such as a computer network disk drive or server, for access and collaboration by up to and including the total number of licensed persons or users only;
- (c) You must duplicate, to the extent it does not already exist, the notice in **Exhibit A** in each file of the Source Code of all Your Modifications, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change;
- (d) If You name the file(s) of the Source Code of Your Modifications by a file name different from that of CSAB, You must provide CSAB with the identity of the new file(s) and corresponding files in the Covered Code;
- (e) You must make Your Modifications and the Source Code of all Your Modifications available to CSAB. You should preferably distribute the Source Code of Your Modifications to CSAB electronically (e.g. upload to CSAB's designated web site); and
- (f) CETDEV is delivered with a predefined set of packages containing the Original Code. New Code created inside these packages is subject to the same rules as Modified Code.

2.4 New Code. You may create New Code and publish Extensions to the CSAB's Configura CET Runtime Platform (CETRT) for commercial or non-commercial purposes provided that in each instance You also meet all of these conditions:

Original Code, New Code & Source Code

- (a) You must satisfy all the conditions of Sections 2.1 through 2.3 with respect to the Original Code and Your Modifications, if any;
- (b) You must duplicate, to the extent it does not already exist, the notice in **Exhibit B** in each file of the Source Code of all Your New Code, and cause the files to carry prominent notices stating that You created the files and the date of creation;
- (c) If You use Original Code or part of Original Code in New Code You must duplicate the notice in **Exhibit A** in each file of the New Code that use Original Code;
- (d) Your Extensions may only be used together or combined with CETRT;

#### Quality Control

- (e) Your Extension must be developed in accordance with the then current Configura specification(s) for publication ("Quality Extension Review Standards") located on the Support /Help Center section on the CSAB Web Site, and, if the Extension is to be published, is subject to review, inspection, and approval by CSAB, at its discretion, for compliance with these Quality Extension Review Standards;

#### Representations

- (f) You represent and warrant that New Code contain copyrighted material, trade secrets and other proprietary material and, except as permitted by applicable legislation, You agree to use best efforts and to take all reasonable steps to safeguard New Code 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;
- (g) You represent and warrant that New Code are the original work of You; that New Code will not contain any virus, trap door, worm, or any other routines or device that is injurious or damaging to software or hardware used in conjunction with New Code; that the operation of New Code will be uninterrupted or error-free and that any defects or any other problems with New Code, as identified by CSAB or others, will be assumed by and promptly corrected by You; that New Code further will not contain any material which is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, racist, threatening, invasive of a person's privacy, adult material, or otherwise in violation of any local or international law;

#### Liability & Indemnification

- (h) You agree to assume all liability 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 the New Code;
- (i) You agree to defend, indemnify and hold harmless CSAB, its officers, directors, employees, shareholders, members, owners, subsidiaries, affiliated and related companies, agents, successors, and assigns, resellers, distributors, licensees, sublicensees, end users, subscribers, customers or any other user of the New Code (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 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 New Code;

#### Insurance

- (j) You agree to maintain a comprehensive general liability insurance policy for claims for damages or any other issues arising out of or from the license, warranty, or indemnification of New Code;

#### Compliance with Laws

- (k) You agree to comply with all applicable local and international laws, including but not limited to export and import regulations of all applicable countries arising out of or relating to New Code and the license thereof;

#### Publishing of Extension

- (l) If You seek to exploit your New Code for commercial purposes and publish your own Extensions, You and CSAB shall enter into a mutually agreeable **Royalty and Publishing License Agreement (CETRPL)**, which will include terms regarding publishing and royalties among other things.

2.5 Privacy Policy. You agree and accept all of the terms and conditions as contained in the Configura Sverige AB Privacy Policy statement on the CSAB Web Site, web address: [www.configura.com](http://www.configura.com).

2.6 Personalized/Anonymized Data From Extension.

You agree to always maintain the Extension Owner/Manufacturer Data of other Extension Owner/Manufacturers in strict confidentiality and to protect and use the Extension Owner/Manufacturer Data of other Extension Owner/Manufacturers in accordance with the following terms and definitions:

(a) Definitions:

"Extension Owner/Manufacturer" means the owner of the Extension.

"Extension Owner/Manufacturer Data" means data from the Extension in electronic form that is managed or stored by any and all users of the Extension (e.g., Dealer, End User, etc...) including without limitation information or data that directly identifies an Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer's, Dealer's Users of the Extension, and/or any other User's of the Extension (if any), including but not limited to name, mailing address, email address, contact information, telephone number, pricing, volume, product names, and any other data that would allow an Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer's, Dealer's Users of the Extension, and/or any other User's of the Extension (if any) to be identified.

"User's or Clients" means any of users, clients, customers, or other third parties the Extension Owner/Manufacturer or Dealer gives access to the Extension, including without limitation its companies' employees and agents.

"Anonymized Data" means Extension Owner/Manufacturer Data with the following removed: all identifiable information and the names and addresses, email address, contact information, and telephone number of Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer's, Dealer's Users of the Extension, and/or any other Users of the Extension (if any), pricing, volume, product names, and any other data that would allow an Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer's, Dealer's Users of the Extension, and/or any other User's of the Extension (if any) to be identified.

"OPTED-IN" means a specific Extension Owner/Manufacturer has sent a written notice to the Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer, Dealer's Users of the Extension, and/or any other User's of the Extension providing authorization for the Extension Owner/Manufacturer, Extension Owner/Manufacturer's own Clients, Dealer, Dealer's Users of the Extension, and/or any other User's of the Extension to use the Extension Owner/Manufacturer Data of that specific Extension Owner/Manufacturer in the Extension without having to anonymize the data for that specific Extension Owner/Manufacturer.

(b) You represent and warrant that, as an Extension from Extension Owner/Manufacturers may contain Extension Owner/Manufacturer Data of the other Extension Owner/Manufacturers, You agree to comply with all applicable laws or legislation, including without limitation laws governing the protection of personally identifiable information with respect to the Extension Owner/Manufacturer Data, and except for those Extension Owner/Manufacturers that have OPTED-IN, You agree to use best efforts and to take all reasonable steps to safeguard the Extension Owner/Manufacturer Data of the other Extension Owner/Manufacturers 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.

(c) You acknowledge that unauthorized use, copying, publication, disclosure or distribution, in whole or in part, in any form of any Extension Owner/Manufacturer Data of other Extension Owner/Manufacturers (i.e., except as set forth in subsection (d) below and those specific Extension Owner/Manufacturer that have OPTED-IN) would be harmful to CSAB and the other Extension Owner/Manufacturers, if revealed.

(d) You may create or use an Extension that may use, reproduce, or otherwise utilize Anonymized Data of the Extension Owner/Manufacturer Data of other Extension Owner/Manufacturers in aggregate form in any way, in Your sole discretion.

(e) You indemnify, defend, and holds harmless CSAB and the other Extension Owner/Manufacturers for any claims related to the unauthorized disclosure or exposure of personally identifiable information or Extension Owner/Manufacturer Data or violation of subsection (c) herein.

(f) You and CSAB acknowledge that the liability for the damage caused by infringements of applicable Data Protection Law shall be governed by Art. 82 GDPR or the applicable state, federal, territorial or national data protection laws.

(g) Source Code. You may submit Your Extension for consideration by CSAB for distribution via CSAB's Market Place portal on the internet or other platform ("CSAB platform") once You decide that Your

Extension has been adequately tested and is complete. By submitting Your Extension, You represent and warrant that Your Extension complies with the any documentation and program requirements then in effect as well as with any additional guidelines required by CSAB. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Extensions from CSAB's review or otherwise hinder CSAB from being able to fully review and test such Extensions. You agree to cooperate with CSAB in this submission process and to answer questions and provide information and materials reasonably requested by CSAB regarding Your submitted Extension.

If You make any changes to an Extension after submission to CSAB, including change to the source code of the Extension, You must resubmit the Extension to CSAB. Similarly, all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Extension must be submitted to CSAB for review and testing in order for them to be considered for distribution or use via the CSAB platform. Further, if Your Extension is accepted for distribution via the CSAB platform, You agree that CSAB may use Your Extension for the limited purpose of compatibility testing of Your Extension with the CSAB software, programs and tools, for finding and fixing bugs in its platform for purposes of providing other information to You (e.g. crash logs).

So long as You use CSAB's CET Runtime Platform (CETRT), software, SDKs, and tools, and have access to the CSAB's platform, You shall, upon request, deliver and provide CSAB access to the then current source code for your Extension as well as any documentation associated with the same, and any updates related to the same (collectively, "Deposit Material"), so CSAB may determine if at any time whether Your Extension: (a) violates, misappropriates, or infringes the rights of a third party or of CSAB; (b) contains malicious or harmful code, malware, programs or other internal components (e.g. software virus); (c) damages, corrupts, degrades, destroys or otherwise adversely affects the systems it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or used by the Extension (collectively, "Testing and Review").

You hereby grant CSAB a license to use, reproduce, and create derivative works from the Deposit Material, provided CSAB may not distribute or sublicense the Deposit Material or make any use of it whatsoever except solely for such internal use as is necessary for Testing and Review.

CSAB agrees the Deposit Material for Your Extension is highly confidential and proprietary to You. Copies of the Deposit Material created or transferred pursuant to this Section 2.6(g) are licensed, not sold, and CSAB receives no title to or ownership of any copy or of the Deposit Material itself.

## 2.7 Restrictions.

The Covered Code is confidential and copyrighted. No right, title or interest in or to the Covered Code or any trademark, service mark, logo or trade name of CSAB is granted under this License Agreement. The Covered Code contains confidential and copyrighted material, trade secrets and other proprietary material. The Covered Code is also protected by International copyright treaties and laws as well as other intellectual property laws. In order to protect these rights, except as permitted herein or by applicable legislation, You are expressly prohibited from the following:

- (a) decompile, reverse engineer, disassemble, translate, or otherwise reduce the Covered Code to another computer language or human-perceivable form;
- (b) prepare, create, or use a new or different compiler other than that provided by CSAB in connection with the Covered Code or New Code or Extensions;
- (c) assign, sublicense, encumber, network, rent, lend, loan, sell, lease, distribute the Covered Code in whole or in part or transfer, attempt to transfer, publish, disclose, display, or otherwise make available the Covered Code to others or copies thereof;
- (d) electronically transmit the Covered Code from one computer to another or over a network to any third party and/or to any unauthorized person; or
- (e) tamper with any proprietary notices or marks in the Covered Code.

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#### **4. Term**

The term of this License Agreement is effective for a period of one (1) year from the date You accept this License Agreement. This License Agreement shall automatically renew for subsequent one (1) year terms unless otherwise terminated sooner by either party in accordance with this License Agreement.

#### **5. Training, Support, Collaboration.**

(a) CSAB may make customer service available to You by e-mail or telephone as set forth at the following web address: [www.configura.com/developercenter](http://www.configura.com/developercenter); (b) If You require training, support, or collaboration for the use of the Covered Code or for creating New Code and publishing Extensions, CSAB shall make these services available under a separate contract.

#### **6. 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, You agree 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. You acknowledge that the Covered Code and the related documentation contain valuable, confidential information and trade secrets and that unauthorized use and/or copying or violation of this License Agreement relating hereto are harmful to CSAB.

#### **7. Duty to Back Up Data.**

IT IS YOUR RESPONSIBILITY TO MAINTAIN PERIODIC BACKUP COPIES OF ALL DATA AND PROGRAMS USED IN CONJUNCTION WITH THE LICENSED SOFTWARE TO PREVENT CATASTROPHIC LOSS.

#### **8. Responsibility.**

YOU HAVE AND AGREE TO SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA 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. YOU AGREE TO INDEMNITY AND HOLD CSAB HARMLESS FROM ANY AND ALL CLAIMS BASED ON SAID USE OR MODIFICATION OF LICENSED SOFTWARE.

#### **9. Export Control.**

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

#### **10. Taxes.**

You shall, in addition to the other amounts payable under this License Agreement, pay all taxes including but not limited to sales, and other taxes, federal, state, local, use, excise, value-added, privilege or assessments, governmental charges, or otherwise, and any other taxes, however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement, other than any taxes which may be imposed on CSAB's income.

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**14. Ownership.**

You retain all rights, title and interest in and to New Code made by You and Extensions published by You.

CSAB retains all rights, title and interest in and to the Covered Code, Original Code, Your Modifications, and any Modifications made by or on behalf of CSAB ("CSAB Modifications") which shall automatically be subject to this License Agreement.

**15. Termination.**

This License Agreement and the rights granted hereunder will terminate:

- (a) automatically without notice from CSAB if You fail to comply with any term(s) of this License Agreement and fail to cure such breach within 30 days of becoming aware of such breach; or
- (b) immediately in the event of the circumstances described in Section 17.6(b) or CSAB is required to terminate the License Agreement to comply with any law, regulatory, government, or any other legal body.

**16. Effect of Termination.**

Upon termination, You agree to immediately stop any further use and/or modification of the Covered Code and destroy all copies of it that are in your possession or control. Provisions which, by their nature, should remain in effect beyond the termination of this License Agreement shall survive, including but not limited to Sections 2.4, 8, 11, 12, 13, 14, 16, and 17.

**17. Miscellaneous.**

17.1 U.S. Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License Agreement. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

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

17.3 Independent Development. Nothing in this License Agreement 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 and Extensions that You may develop and publish.

17.4 Waiver; Construction. Failure by CSAB to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision. CSAB and You acknowledge and confirm that it has reviewed this License Agreement and that the rule of construction to the effect that the language of this License Agreement or any ambiguities contained therein are to be resolved against the drafting party shall not apply to this License Agreement or be employed in the interpretation and/or construction of this License Agreement.

17.5 Assignability. You agree that neither this License Agreement nor any interest, licenses, or rights may be assigned, transferred, or conveyed, in whole or in part. Any assignment in violation of this Agreement by You is deemed null and void. CSAB shall have the right to assign, transfer, or convey any interest, licenses, or rights, in whole or in part of this Agreement.

17.6 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision of the License Agreement 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 Agreement will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2, 3, 6, or 8, or prevents the enforceability of this Section, this License Agreement will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in Your possession or control.

17.7 Governing Law. This License Agreement shall be governed by, construed and enforced in accordance with the laws of Sweden without regard to its conflicts of law provisions.

17.8 Dispute Resolution. All claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under, out of, or in connection with this License Agreement 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.

17.9 Attorneys' Fees. If it shall be necessary for either party to this License Agreement to bring any action or suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this License Agreement, the prevailing party on any issue in any such arbitration or litigation and any appeals there from shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such arbitration or litigation, all costs and expenses of such arbitration or litigation and a reasonable attorneys' fee as fixed by the arbitrator or court. The provisions of this subparagraph shall survive the termination of this License Agreement coextensively with other surviving provisions of this License Agreement.

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