

Configura CET Royalty and Publishing License Agreement ("CETRPL")

This Configura CET Royalty and Publishing License Agreement is referred to as ("CETRPL") or ("Agreement"). PLEASE READ ALL THE TERMS OF THIS AGREEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCEPTING THIS AGREEMENT. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CSAB REGARDING THE PUBLICATION OF LICENSEE'S EXTENSION BY CSAB THROUGH ITS MARKET PLACE PORTAL. BY ACCEPTING, OR AUTHORIZING THE PUBLICATION OF LICENSEE'S EXTENSION BY CSAB THROUGH ITS MARKET PLACE PORTAL, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCEPT THIS AGREEMENT.

1. General; Definitions.

This Agreement applies to the Configura CET Development Platform, referred to as ("CETDEV") or "Developer Software"), owned by Configura Sverige AB, of Linköping, Sweden, also referred to herein as ("CSAB") and which is made available subject to the terms of this Agreement.

Licensee 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 Licensee 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.

- 1.1 "Licensee" means an individual or a legal entity exercising or securing rights under this Agreement and is the same as "You" as defined in the CETDL. For legal entities, "You" 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.
- 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 Licensee, 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 ("Licensee's Extensions"), Licensee agrees to all of the following terms and conditions:
 - (a) Licensee will make Licensee's Extensions available exclusively to CSAB;
 - (b) Licensee is prohibited from renting, lending, loaning, selling, leasing, distributing, transferring, publishing, disclosing, or otherwise making available Licensee's Extensions or copies thereof to others;
 - (c) Licensee agrees that Licensee's Extensions may only be published using the Configura Market Place portal on the Internet or other platform ("Market Place Portal"), as determined in its sole discretion, by CSAB;
 - (d) Licensee agrees to and does hereby grant, convey and license to CSAB an exclusive, world-wide, transferable, and assignable license in Licensee's Extensions so long as this Agreement remains in full force and effect;
 - (e) CSAB may test Licensee's Extensions with the most recent version of CETRT and determine if Licensee has complied with any and all requirements imposed by the CETDEV and/or as otherwise required by CSAB. If Licensee's Extensions comply with such requirements, CSAB shall publish the Licensee's Extension. If CSAB rejects any Licensee's Extension pursuant to this Section, CSAB shall notify Licensee;
 - (f) If CSAB agrees to market Licensee's Extensions, Licensee agrees that CSAB has the royalty free right, at CSAB's sole discretion, to; (i) include Licensee or information relating to Licensee, in any of its marketing and/or advertising materials, press releases or other published materials, arising out of or relating to this Agreement; and (ii) use Licensee's Extension for support and quality assurance purposes;

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- (g) Licensee agrees that the Extension Owner shall control, in its sole discretion, who may use the published Licensee Extensions;
- (h) Licensee agrees that, to the extent agreed and allowed by Configura, the Extension Owner shall establish, in its sole discretion, the price at which licenses to the Licensee's Extensions may be sold.

2.2 Royalty. CSAB agrees to pay Licensee a royalty fee based on the fees that CSAB collects for the licensing of Licensee's Extensions ("Royalty Fee"). Royalty Fee shall be defined as all of the fees CSAB collects from an end user for licensing of Licensee'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, Licensee's Extensions, applicable taxes, and an agreed CSAB service charge fee of the total fees.

CSAB further agrees to pay Licensee the Royalty Fee on a monthly basis from the monthly or prorated monthly licensing fees of Licensee'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 Licensee's instructions provided in the Extension Royalty Fee Payment Information provided by Extension Owner at the MyConfigura website. In the absence of Licensee's instructions, CSAB shall (i) make the Royalty Fee payment to the name and address of the Licensee, as identified in the preamble of this License 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 Licensee in the Extension Royalty Fee Payment Information or the default payment currency of US dollars, whichever is applicable. Licensee has to be the Extension Owner to fill in the Extension Royalty Fee Payment Information at the MyConfigura website.

3. Publishing Fee And Payment

Extension Owner agree to pay CSAB a fee for the use of and publishing on the Market Place Portal, the ("Publishing Fee"). CSAB, its subsidiary, affiliate, or other entity as designated by CSAB shall electronically invoice Extension Owner for the Publishing Fee on an annual basis, in advance. The electronic invoice shall be sent to Extension Owner at the e-mail address provided during registration. Extension Owner agree to accept this electronic invoice as the billing statement for the Publishing Fee and promptly make payment. Extension Owner agree that the e-mail address provided shall at all times be owned and active by Extension Owner. Should this change, Extension Owner agree to immediately notify CSAB and provide a new e-mail address that may be used by CSAB. Each renewal year thereafter during the Term, CSAB shall invoice the amount payable for the Publishing Fee for the next year of the licensed Term.

4. Export Control.

Licensee agrees to comply with all applicable local and international laws, including but not limited to the export and import regulations of Licensee's country and any other required countries, in connection with the Licensee's Extensions.

5. Taxes.

Licensee 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. Licensee agrees to indemnify and hold CSAB harmless from and against violation or breach of this Section.

6. Indemnification.

Licensee 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 Licensee 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 Licensee's Extensions, and (ii) any contract entered into by Licensee and any third party arising out of or relating directly or indirectly to this Agreement or Licensee's Extensions.

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7. Term; Termination.

- 7.1 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 7.2 or 7.3. The Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."
- 7.2 Termination. Licensee may terminate this Agreement, with or without cause, CSAB may terminate this Agreement, with 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. Notwithstanding any termination of this Agreement, this Agreement will remain in effect, throughout the term of any licensing of Licensee Extensions that were entered into prior to the termination date of this Agreement until the applicable licenses of Licensee Extensions are completed and full and final payment is made.
- 7.3 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.
- 7.4 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 Licensee's Extensions prior 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.

8. Miscellaneous.

- 8.1 **Amendment**
CSAB may amend this Agreement from time to time by posting an amended version at its website and sending Licensee written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Licensee first gives CSAB written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Licensee's next Term following the Proposed Amendment Date (unless Licensee first terminates this Agreement pursuant to Section 6.2 above). Licensee's continued authorization of the publication of the Licensee Extension by CSAB through its Market Place Portal and receipt of any Royalty Fees following the effective date of an amendment will confirm Licensee's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party.
- 8.2 **Entire Agreement**. This Agreement and its attachments constitute the entire agreement between CSAB and Licensee for the subject matter herein and supersede any and all prior or contemporaneous understandings or agreements, whether written or oral.