# PARTNER AGREEMENT

This Partner Agreement is referred to as ("Agreement") by and between CONFIGURA SVERIGE AB with its principal place of business in Linköping, Sweden ("CSAB") and XXX, a XXX corporation with its principal place of business at XXX ("YOU", "YOUR" or "PARTNER").

PLEASE READ ALL THE TERMS OF THIS AGREEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCEPTING AND SIGNING THIS AGREEMENT. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CSAB REGARDING THE PUBLICATION OF YOUR COMPANY AND ANY RELATED INFORMATION AS A PARTNER BY CSAB THROUGH ITS PORTAL SERVICE ON THE WORLD WIDE WEB PORTION OF THE INTERNET ("CSAB'S WEBSITE") AS A FORUM FOR AVAILABILITY AND POSSIBLE SERVICE OPPORTUNITIES BY THIRD PARTIES (e.g., MANUFACTURERS) IN CONNECTION WITH THEIR USE AND EXPLOITATION OF CET RUNTIME PLATFORM. BY ACCEPTING, SIGNING AND AUTHORIZING THE PUBLICATION OF YOUR COMPANY'S INFORMATION AND ANY RELATED INFORMATION BY CSAB THROUGH CSAB'S WEBSITE, YOU REPRESENT AND WARRANT THAT YOU, OR IF YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE BUSINESS OR ENTITY WITH THE AUTHORITY TO BIND THE BUSINESS OR ENTITY TO THIS AGREEMENT, ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON YOUR OR ITS BEHALF. IF YOU DO NOT OR CANNOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCEPT AND SIGN THIS AGREEMENT.

WHEREAS, CSAB's customers and/or developers (collectively referred to herein as "Manufacturers") are customizing extensions for the Configura CET Runtime Platform referred to herein as "Manufacturer Extensions."

WHEREAS, CSAB recognizes that the Manufacturers from time to time may require assistance or services in the customization of their Manufacturer Extensions, including any and all complimentary products, etc.., and/or any other services that a Manufacture may desire or need; and the Partner is in the business of providing certain services or specific services that could be beneficial to these Manufacturers ("Services").

WHEREAS, CSAB desires to publish, at its sole and absolute discretion, information on the Partner and their services through CSAB's website for availability and possible service opportunities by the Manufacturers ("Publication"); provided that, the Partner agrees to comply with the terms and conditions as set forth in this Agreement as a condition for Publication.

WHEREAS, Other than as expressly provided for herein, the terms and conditions relating to the services provided by Partner to Manufacturers are **Error! Reference source not found.**independent, arm length transactions, negotiated and entered into by and between the Manufacturers and the Partners separately and apart from this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals incorporated into and made part of this Agreement and mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the CSAB and Partner agree as follows:

**1. CSAB Publication and Services.** During the Term, and subject to Partner's compliance with the terms and conditions as set forth in this Agreement as a condition for Publication, CSAB agrees as follows:

Publication: CSAB may, at its sole and absolute discretion, publish one or more of the following Information of the Partner and their services through CSAB's Website and/or any other desired communication mediums for availability and possible service opportunities with Manufacturers.

"Information" of Partner, at CSAB's sole and absolute discretion, means: name and address of company, contact person, description of service(s), information or comments received from Partner, Manufacturer comments or reviews, rankings, ratings, tiered groupings, or any other information (all whether favorable or unfavorable) determined by CSAB to assist Manufacturers in their review of Partner toward possibly pursing further discussions, negotiations with and/or contracting services with Partner.

- Fees. Partner agrees to pay CSAB any fees applicable to Partner as set forth in the Investment Summary or other fee document as provided by CSAB and, as amended from time to time, to Partner in connection with this Agreement. (as found at configura.com/agreements/developmentpartners)
- Impartiality or Non-Favoritism. CSAB agrees that, at all times and as best as possible, it shall not, directly or indirectly, intentionally or knowing favor any Partner in CSAB's Publications of Information of Partners and/or when referring Manufacturer's to CSAB's Publications of Information of Partners on CSAB's Website or when contacted by Manufacturers' for service.
- Partner to Register Manufacturer or any other Utility Leads with CSAB. Prior to engaging in 4. any negotiation with any new Manufacturer regarding any Partner' Services for said Manufacturer or for any other utilities, Partner shall first deliver a written notice to CSAB setting forth in reasonable detail the commercially reasonable material terms and conditions of the proposed Partner' Services for said Manufacturer or utilities sought to be negotiated (such notice, a "Manufacturer or Utility Registry Notice"). Partner agrees to, accepts, and shall comply with CSAB's Lead Policy (as defined in Section 17). Note, this applies only to new accounts, not existing manufacturers, or customers.
- Disclosure. CSAB agrees that, except as through the Publication, with Manufacturers, or as otherwise agreed to by Partner, CSAB shall not disclose the Information of Partner to any other third party.
- Use of Materials. CSAB, at times, will provide "materials" available for download and distribution. These materials must be used in compliance with CSAB branding standards and distribution intent/terms of use, as found at Configura's website. Additionally, Partner further agrees that it: (i) may not use the materials in any manner whatsoever except in connection with possible Services with a Manufacturer or as expressly authorized in writing by CSAB; (ii) may distribute or otherwise provide, directly or indirectly, the materials to any Manufacturer or any other third party as expressly authorized in writing by CSAB; and (iii) may not sell, alter, modify, license, sublicense, or copy the materials in any way except as expressly authorized by CSAB. Partner acknowledges that CSAB reserves the right to revoke the license, authorization to view, download, and print the materials made available at any time, and for any reason; and such authorization shall be deemed to be discontinued immediately upon the removal of the availability of these materials. Partner also acknowledges that any rights granted to you in the materials constitute a license and not a transfer of title. Partner does not obtain any ownership right, title, or other interest in CSAB copyrighted materials or trademarks by downloading, copying, or otherwise using these materials.
- 7. Intellectual Property Rights/Ownership of CSAB. As between CSAB and Partner, any and all intellectual property rights in the CSAB Deliverables shall be owned exclusively by CSAB, free from any claim or retention of rights thereto on the part of Partner.

"CSAB Deliverables" means any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time by CSAB in connection with (i) any works of authorship in the Publication, other written or machine readable expression of such Publication fixed in any tangible media, and all other copyrightable works in the Publication, and any copies, and similar original or derivative works to any of the foregoing, (ii) all information, documentation, and materials related to any of the foregoing, and (iii) all intellectual property rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived in connection with the Partner under this Agreement whether or not patentable or registrable under patent, copyright or similar statutes, that are generated, created, conceived, reduced to practice or learned (collectively "created") by CSAB (or anyone acting on CSAB's behalf) related to any of the foregoing, and derivative works of any of the foregoing (as defined by Section 101 of the Copyright Act of 1976), either alone or jointly with others, or are created in whole or in part with the use of CSAB's equipment, CSAB's supplies, CSAB's facilities or CSAB's confidential information, trade secrets and know-how.

Intellectual Property. Additionally, CSAB is the sole and exclusive owner of the CSAB Deliverables, software, tools and/or materials and, except as expressly herein provided, this Agreement will not be construed as granting or conferring to Partner, either expressly or impliedly, any rights, licenses or interests in or with respect to any of the CSAB Deliverables, software, tools, and/or materials, including any intellectual property rights. These are made available for use, as set forth herein, but remain the

property of CSAB. Partner also acknowledges that it is not guaranteed that the CSAB Deliverables, software, tools, and/or materials will remain available for any duration of time and it is expected that these will evolve.

- **9.** License to Partner Marks (defined in Section 15). To the extent that any Partner Marks is embodied or reflected in CSAB Deliverables, Partner hereby grants to CSAB, during the Term of this Agreement, a royalty-free, non-exclusive, right and license, for CSAB to use, execute, copy, reproduce, display the Partner Marks in conjunction with the CSAB Deliverables under this Agreement.
- **10. Partner Conditions & Restrictions**. Subject to Partner's compliance with the terms and conditions as set forth in this Agreement as a condition for the Publication, Partner agrees as follows:
  - (a) Partner is a company that is duly organized, validly existing and in good standing under the laws of the state or country in which it was organized and is qualified to do business in the jurisdiction where the Services are being performed.
  - (b) Partner has full legal power, right, and authority to enter into this Agreement, and to consummate the Services contemplated hereunder and no consent, authorization or approval of any third party is required in connection therewith; and
  - (c) All Services shall be entirely performed by Partner only, or with any other published Partner.
- **11. Quality Assurance, Control.** Partner agrees to, accepts, and shall comply with CSAB's Quality Policy (as defined in Section 17). Partner further agrees that CSAB shall have the right, at all reasonable times, to review and inspect the Partner's Services (e.g., software code) to ensure that such Services by Partner are maintained at said quality level and performance.
- **12. Confidentiality.** Information may be shared with members of your organization in a confidential manner. This information may not be used against CSAB.

Furthermore, in the rendering of Services, each Party and its officers, directors, employees, representatives and agents; (a) will protect and keep strictly confidential the existence of this Agreement. its terms and conditions and any other information obtained from the other party in connection with this Agreement or related to the services hereunder, and any information that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to the services hereunder, CSAB Deliverables, and/or other materials, and the other party's technology, customers, business plans, marketing activities, and finances); (b) will use such information only for the purpose(s) for which it was originally disclosed or for the purposes of fulfilling its obligations or exercising its rights under this Agreement and for no other purposes; and (c) will return all such information to the other party promptly upon the termination of this Agreement. All such information will remain such Party's exclusive property, and the other Party will have no rights to use such information except as expressly provided herein. Notwithstanding the foregoing, CSAB shall have the right to make any disclosures or information to Manufacturers that CSAB, it its sole and absolute discretion, deems necessary, appropriate, or reasonable under the circumstances including, without limitation, the status or termination of this Agreement with the Partner.

- **13. Privacy**. In addition, you as a Partner will not share information of CSAB Partners and Users in a non-compliant manner.
- **14. Standards**. Partner shall not:
  - (a) use the Publication(s) in any unlawful manner or in any other manner that may cause damage or disruption to CSAB or another Partner;
  - (b) obtain personal information from any other Partner for commercial or other unlawful purposes;

- (c) obtain contact information of other Partners for the purpose of sending unsolicited emails or communications:
- (d) threaten, intimidate or harass any other Partner; and
- (e) post, use, or otherwise make available:
  - (i) any content, with respect to CSAB, the CSAB community, any Partner or third party, and/or any of its or their products or services, that CSAB deems to be negative, libelous, slanderous, defamatory, abusive, inflammatory, harassing, hateful, vulgar, obscene, harmful, fraudulent, threatening, infringe the privacy or publicity rights of another, or racially, ethnically offensive, or otherwise deemed objectionable, infringing, or unlawful:
  - (ii) any content that is used for unsolicited or unauthorized advertising including but not limited to "junk mail," "spam," "chain letters," "promotion", or any other improper type of advertising or solicitation;
  - (iii) any unauthorized content of any Partner or third party or anything unlawful, misleading, malicious, or discriminatory;
  - (iv) any unauthorized content which violates or infringes upon the rights of any of the other Partners or third parties, including copyright, trademark, privacy, publicity or other personal or proprietary rights;
  - (v) any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other harmful computer code, files, scripts agents or programs;
  - (v) any content that, in the sole judgment of CSAB is objectionable or which prevents, in any manner, and/or which may expose CSAB or any other Partners to any harm or liability of any type;
- (f) sign or execute any documents on behalf of or for, agree to any policies or other agreements on behalf of or for, or otherwise take any actions to bind the Manufacturer in any respect whatsoever ("binding action") unless expressly authorized in writing by the Manufacturer and said authorization is provided in advance of said binding action; and
- (g) have MyConfigura owner permission or authority for any projects they are contracted for and/or providing Services.
- **15. Partner Trademarks**. Partner shall, at all times, retain any and all rights, title, and interest in and to its trademarks, service marks, logos or trade names belonging to Partner (collectively "Partner Marks").
- **16. No CSAB Rights Transferred**. Partner recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license directly or by implication, estoppel, or otherwise to the Publications, CSAB's Website, or any and all other related information received or disclosed pursuant to this Agreement, in whole or in part, or to any invention, patent, copyright, trademark, and/or any other intellectual property rights based on this information.
- **17. Policies.** Partner agrees to, accepts, and shall comply with each of the following CSAB policies (as found at <a href="configura.com/agreements/developmentpartners">configura.com/agreements/developmentpartners</a>) and shall conduct itself in a responsible and respectable manner in all channels and situations associated with CSAB and its community:
  - (a) Code of Conduct Policy;
  - (b) Quality Policy;
  - (c) Certification Policy: and
  - (d) Lead Policy.
- **18. Transparency.** As a Partner you are responsible for educating your customers on how you are storing, building, maintaining, and interacting with their data, the Manufacturer and their Extension. It is the responsibility of the Partner to be transparent in what they own and leverage from a technical side in the building of an Extension; but for the avoidance of doubt, Partner acknowledges and agrees that the Manufacturer retains all rights, title, and interest in and to the Extension and any modifications to the Extension made by or on behalf of the Manufacturer.

- **19. Representations and Warranties**. Partner represents, warrants, and agrees that:
  - (a) All information provided by Partner to CSAB is and shall, at all times, be true and accurate;
  - (b) Partner has the expertise, experience, and skill necessary and appropriate to perform the services provided in the Publication under this Agreement;
  - (c) All services provided by Partner for any Manufacturer shall be performed in a competent and professional manner, in accordance with the highest professional standards; and
  - (d) Partner shall comply with all of the policies, procedures, rules and regulations of Manufacturer and/or applicable to the Manufacturer.
- Disclaimer. CSAB does not warrant or make any representations regarding the Publication of Information of Partner on CSAB's Website or CSAB Deliverables, the Policies, the use or results of the Publication of Information of Partner, CSAB Deliverables, or the Policies or that the Publication of Information of Partner, CSAB Deliverables, the Policies will be accurate, reliable, error-free, current, or otherwise. The Publication of Information of Partner, CSAB Deliverables, the Policies, and related documentation are all provided on an "AS-IS" and "AS-AVAILABLE" basis 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, correctness, reliability, currentness, of quiet enjoyment or otherwise of the Publication of Information of Partner, CSAB Deliverables, the Policies, and related documentation. CSAB does not guarantee any results or correction of as part of its service and disclaims any and all liability thereto. The sole and entire responsibility and risk as to the selection, use, performance, and quality of the Publication of Information of Partner, Publication, CSAB Deliverables, the Policies, results, lead generation, sales opportunities, future service contracts, third party (e.g., manufacturer, developer, etc..) use, or otherwise from this Agreement is assumed by Partner. No oral or written information or advice given by CSAB or CSAB's authorized representative shall create a warranty of any kind or nature or in any way increase the scope of this warranty. Partner's sole remedy against CSAB for dissatisfaction with this CSAB's service under this Agreement is to discontinue using this service and terminate this Agreement. This limitation of relief is a part of the bargain between the parties.
- **21. Review of Publication**. Partner hereby waives and relinquishes any right of consultation, inspection and/or approval that it may have to examine or approve the Information, the manner in which the Information may be used or applied, or used in combination with, or as otherwise used in the Publication.
- 22. Release and Indemnification. Partner, its successors and assigns hereby releases, discharges. and agrees to defend, indemnify and hold harmless CSAB, its subsidiaries, affiliated and related companies. and its and their, officers, directors, employees, shareholders, members, owners, and agents, successors, and assigns (collectively, the "CSAB Indemnitees") from and against any and all obligations, liabilities, and claims of any nature whatsoever, including, without limitation, claims based upon invasion of privacy, libel, defamation, right of publicity, reflects adversely on You, or violates any other right whatsoever, costs, loss, damages, judgments, attorney fees, license fees, settlement or expenses arising out of, in connection with, or relating to: (i) this Agreement; (ii) any Publication, dissemination, or use of Partner Information by CSAB, in whole or in part, whether intentional or otherwise; (iii) any reliance placed by Partner on the completeness, accuracy or existence of any Publication or Partner Information under this Agreement, or as a result of any relationship or transaction between Partner and any third parties (including any Manufacturer, etc..), any changes that CSAB may make to the Publication or Partner Information, any permanent or temporary cessation in CSAB's Website or any service (or any features within this service) provided by CSAB under this Agreement, the deletion or, corruption of, or failure to store any Publication, Partner Information, any content or other information or communication transmitted by or through CSAB's Website, or Partner's failure to provide CSAB with accurate information; and (iii) any relationship, agreement, contract, or of any other nature or kind with any Manufacturer or any other third party, whether or not resulting from the Publication.
- 23. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL CSAB, ITS SUBSIDIARIES, AFFILIATED AND/OR RELATED COMPANIES, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO PARTNER FOR ANY DAMAGES FOR LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL, ANY LOSS OF

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Date: 2024-01-15

OPPORTUNITY, ANY LOSS OF INTERRUPTION, ANY LOSS OF INFORMATION, AND THE LIKE, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, CSAB's PUBLICATION OF INFORMATION OF PARTNER, OR CSAB's USE, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE INFORMATION OR RELATED DOCUMENTATION OF PARTNER. OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), 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 YOU.

- Non-Solicitation. The Parties agree that during this Agreement, and for the period of twelve (12) 24. months following the date of termination of this Agreement (the "Non-Solicitation Period"), neither Party shall, directly or indirectly, hire, entice, solicit, induce, recruit, encourage, or attempt to hire, entice, solicit, induce, recruit, or encourage, in any manner, any employee's of the other Party, or any of its subsidiaries, affiliated and/or related companies, or independent contractors providing goods or services to the other Party (collectively "Persons") to (i) terminate or diminish, or attempt to terminate or diminish, its employment or relationship with the other Party, or (ii) seek to, directly or indirectly, persuade, entice, solicit, or encourage, or attempt to persuade, entice, solicit, or encourage Persons to reduce its relationship with the other Party, or refrain from establishing or expanding a relationship with the other Party, or (iii) to conduct with the Persons any activity, in any manner, that such Persons conducts or could conduct with the other Party; provided, however, that the foregoing shall not operate to restrict either Party from hiring any individual who independently responds to employment advertising in newspapers, trade publications, internet or other public media or any individual who makes unsolicited direct contact with either Party regarding employment. Either Party may through written notification release the other Party from this obligation in specific cases.
- **Term.** The term of this Agreement shall be for so long as CSAB, at its sole and absolute discretion, is providing Publications of Information of Partner's and their services through CSAB's Website.
- 26. **Termination**. This Agreement and the rights granted may be terminated as follows:
  - (a) CSAB may, upon written notice, terminate, suspend, or re-instate Publication of Information of Partner under this Agreement, at any time, for any reason, in CSAB's sole and absolute
  - Partner may terminate its participation in the Publication and this Agreement, at any time, (b) for any reason, by providing written notice to CSAB.
- 27. Effect of Termination, Survival. Upon termination of this Agreement, CSAB agrees to remove, as soon as reasonably practical, all of the Information of the Partner from Publication on CSAB's Website. Provisions which, by their nature, should remain in effect beyond the termination of this Agreement shall survive, including but not limited to Sections 7, 8, 9, 13, 16, 21, 22, 23, and 24.

#### 28. Miscellaneous.

Amendment, CSAB may amend this Agreement and any and all policies, as set forth herein, from time to time by posting an amended version at its website and sending Partner written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless Partner terminates this Agreement.

Partner's continued authorization of CSAB's Publication of Information of Partner through CSAB's Website following the effective date of an amendment will confirm Partner'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.

Date: 2024-01-15

- 28.2 <u>Relationship of Parties</u>. This Agreement shall 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 shall not represent to the contrary, whether expressly, by implication, appearance or otherwise.
- 28.3 <u>Independent Publication</u>. Nothing in this Agreement shall impair, restrict, or otherwise impede CSAB's right or ability to publish Information on any other Partner, whether or not that other Partner competes with, provides the same or similar services as Partner.
- 28.4 <u>Waiver; Construction</u>. Failure by CSAB to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. CSAB and Partner acknowledge and confirm that it has reviewed this Agreement and that the rule of construction to the effect that the language of this Agreement or any ambiguities contained therein are to be resolved against the drafting party shall not apply to this Agreement or be employed in the interpretation and/or construction of this Agreement.
- Assignability. Partner shall not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the express prior written consent of CSAB. Any assignment in violation of this Agreement by Partner 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.
- 28.6 <u>Severability</u>. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. In the event that a court of competent jurisdiction deems any one or more of the provisions contained in this Agreement for any reason to be invalid, illegal, or unenforceable in any respect, such provision(s) shall be modified in such a manner as to be valid and fully enforceable to the maximum extent permitted by law. Those provisions found invalid, illegal, or unenforceable shall not affect any other provision hereof, and this Agreement shall remain valid and enforceable and be construed according to its or their terms as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 28.7 <u>Governing Law</u>. This Agreement shall be governed by, construed and enforced in accordance with the laws of Sweden without regard to its conflicts of law provisions.
- 28.8 <u>Dispute Resolution</u>. All claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under, out of, or in connection with this 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.
- Attorneys' Fees. If it shall be necessary for either party to this 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 Agreement, whether suit shall be brought or not and in all trial, appellate and bankruptcy proceedings, 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 Agreement coextensively with other surviving provisions of this Agreement.
- 28.10 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between CSAB and Partner for the subject matter herein and supersedes 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.
- 28.11 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (.pdf), or through any electronic signature technology such as DocuSign, shall be valid and

acceptable and have the same binding legal effect as physical delivery of the paper document bearing an original signature. The Parties hereby agree that neither shall raise the use of DocuSign or the fact that any signature or document was transmitted or communicated electronically as a defense to the formation of this Agreement and forever waive any such defense.

Please read the terms of this Agreement carefully. By signing this Agreement you are accepting and agreeing to the terms of this Agreement with CSAB. If You do not meet this criterion or do not agree to all of the terms and conditions in this Agreement, please do not sign this Agreement. You further agree that, once this Agreement is accepted, your acceptance of this Agreement is continuing in nature for the entire Term, including any and all applicable renewals thereof, of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date last signed below ("Effective Date").

#### **SIGNATURE**

	XXX ("Partner")	Configura Sverige AB ("CSAB")
Signature:		
Name:		Stefan Persson
Title:		CEO
Date:		_
Signature:		
Name:		Peter Brandinger
Title:		VP Customer Success
Date:		