

Support AGREEMENT

For CET Designer Extensions

This Support Agreement is for CET Designer Extensions ("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 CONFIGURA REGARDING THE SUPPORT PROVIDED BY CONFIGURA. BY ACCEPTING, AND RECEIVING THE SUPPORT, 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 Parties

- 1.1 Configura Sverige AB, a Swedish corporation, with its principal place of business in Linköping, Sweden, hereinafter referred to herein as "Configura".
- 1.2 "Extension Owner" means a legal entity owning an "Extension" as defined in the Configura CET Developer License Agreement referred to as ("CETDL").
- 1.3 Configura and Extension Owner are sometimes jointly hereinafter referred to as the "Parties".

2 Background

- 2.1 Configura has developed and owns all proprietary rights to business system software referred to as CET Designer. Extension Owner wishes, through this Support Agreement (also referred to herein as "Agreement"), to engage Configura to provide support services to its CET Designer Extensions for all its end-users ("Users").
- 2.2 NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

3 Support

- 3.1 As an optional service, Configura offers to the Extension Owner the option to purchase support services for its CET Designer Extensions. The support services offered include a **Basic Extension Support** or a **Superior Extension Support**, as set forth below. These support services provided by Configura to Extension Owner's Users is selected, and purchased annually, by Extension Owner. If Extension Owner opts not to purchase support services from Configura, Configura is unable to answer any Users' questions regarding installation and usage of the Extension and is not responsible to notify Extension Owner of issues and questions. Configura does, however, forward Extension crash reports automatically to Extension Owner that have been auto-generated from CET Designer as crash reports. This service is free and does not require subscription to Basic or Superior Extension Support.

3.1.1 Basic Extension Support: this package provides basic coverage of support for Extension questions and issues. Configura will also forward and log all “tickets” to provide a database of resolved issues and any pending or unanswered issues.

This Basic Extension Support, however, does not include any assistance or support for questions or issues regarding the usage of the Extension. If a User submits any questions or issues regarding the usage of the Extension, Configura will log and forward any such questions or issues to the Extension Owner (currently with transfer of ticket within Vision Flow or Jira). Extension Owner shall then assume and be responsible for resolving said questions or issues with the User. Basic Extension Support is available in Configura’s standard languages (English and Swedish) with service via phone, chat and email.

Extension Owner will receive monthly reports of all Configura-created Extension support tickets of their Users, providing a summary of Extension tickets for the month.

Extension Owner is expected to use Vision Flow or Jira as their standard program for issue reporting, tracking and resolution. Extension Owner agrees to assume and is responsible for resolving any and all Extension questions and/or issues and further notify Users of any Extension specific answers and issues that it is, or becomes aware of, that should be directed to the Users.

Basic Extension Support is offered and made available for a fixed annual retainer (“Annual Fee”) plus a per-ticket fee for each extension-related question forwarded to the Extension Owner (“Per-Ticket Fee”), based upon the current fee schedule as set forth by Configura and as amended from time to time. This does not include crash reports, as those are forwarded at no charge. The Annual Fee will be due in January of the given year and the Per-Ticket Fee will be invoiced and sent retroactively, at the end of each quarter, in March, June, Sept and Dec.

3.1.2 Superior Extension Support: this package provides superior coverage of support for Extension questions and issues. Configura will have the Extension installed and be able to reasonably answer most Extension questions regarding purchase, installation, products included in the Extension, and usage of the Extension. Extension Owner agrees to provide Extension training to two (2) members of Configura’s support team to ensure thorough understanding of the Extension. This training must be updated as Extension develops.

Extension Owner agrees to create and provide a complete Extension training curriculum to ensure its users have received adequate preparation in using CET Designer and the Extension.

Extension Owner also agrees to provide immediate access (via chat, phone or email) to an employee or other highly knowledgeable person of Extension Owner or as otherwise designated by Extension Owner for Configura support team to contact for

quick answers and resolution on detailed issues or questions relating to the Extension. This provision allows for quick and seamless responses to Users.

Configura will also log all “tickets” to provide a database of resolved issues and any pending or unanswered issues. Any unanswered Extension questions and/or issues will be forwarded to Extension Owner (currently with transfer of ticket within Vision Flow). Extension Owner shall then assume and be responsible for resolving said questions or issues with the User.

Superior Extension Support is available in Configura’s standard languages (English and Swedish) with service via phone, chat and email. Custom language and time zone support may be available with Superior Extension Support and is negotiated separately.

Extension Owner will receive monthly reports of all Configura-created Extension support tickets of their Users, providing a summary of Extension tickets for the month.

Extension Owner is expected to use Vision Flow or Jira as their standard program for issue reporting, tracking and resolution. Extension Owner agrees to assume and is responsible for resolving any and all Extension questions and/or issues and further notify Users of any Extension specific answers and issues that it is, or becomes aware of, that should be directed to the Users.

Superior Extension Support is offered and made available for a fixed annual retainer (“Annual Fee”) plus a per-ticket fee for each extension-related question forwarded to the Extension Owner (“Per-Ticket Fee”), based upon the current fee schedule as set forth by Configura and as amended from time to time. This does not include crash reports, as those are forwarded at no charge. The Annual Fee will be due in January of the given year and the Per-Ticket Fee will be invoiced and sent retroactively, at the end of each quarter, in March, June, Sept and Dec.

- 3.2 Support hours shall be 8 am to 8 pm Eastern Standard Time Monday – Friday, excluding legal U.S. holidays, for customers supported by US Configura Support team and 8 am to 5 pm Central European Time, excluding legal Sweden holidays, for customers supported by Swedish Configura Support team. (Chat and email Support is available 24 hours/day Monday – Friday, ending 8 pm Friday EST.) Configura will provide appropriate number of Support team members to adequately provide coverage to respond promptly to all User issues during normal Support hours. The Support team will acknowledge Users’ issues within 4 hours of receipt during normal business hours with email or phone response if immediate resolution is not available.
- 3.3 Support issues may be addressed and answered as deemed appropriate in each particular case by Configura.

- 3.4 Support issues shall be logged in a computer-based system for reporting (currently Vision Flow or Jira), statistics and follow up. Configura shall provide access to Extension Owner to its system for Extension Owner related information.
- 3.5 Extension Owner shall be solely responsible for setting up an internal Help Desk function (individual or team) to support Users in matters related to specific Extension Owner products and product features.
- 3.6 Force Majeure. Configura shall not liable for failure to perform its obligations if such failure is a, direct or indirect, result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, pandemic, or for any causes beyond the reasonable control of Configura, or due to Configura's support team being temporarily unavailable from time to time due to illness, offices closures, and/or other such reasons (no more than 3 days per year of "temporarily unavailable" status). Configura will notify Extension Owner and Users in advance of these days.

4 Payment of Fees

- 4.1 Extension Support services will be invoiced both with an annual retainer at the beginning of the calendar year and retroactive quarterly billing.
- 4.2 Terms of Payment
- Payment of invoices between the Parties shall be due and payable no later than thirty (30) days after date of receipt of invoice. In the event payment is not received when due, interest shall be due at the rate of one and one half percent (1.5%) on the unpaid portion of the invoice sum for each period of thirty (30) days or part thereof from the due date. All payments shall be made in U.S. dollars.
- 4.3 Term
- The term of this Agreement is effective for a period of one (1) year from the date signed above. This Agreement shall automatically renew for subsequent one (1) year terms based upon the then current tier prices as set forth by Configura, unless one party gives the other party written notice of termination at least 30 days prior to the expiration of the current one year term. This Agreement may otherwise terminate sooner by either party in accordance with its terms.
- 4.4 Termination of Agreement
- This Agreement may be terminated at any time: (a) by either Party if either Party shall (i) materially breach or default in the performance of any of the terms or conditions of this Agreement and shall fail to cure such breach or default within thirty (30) days after receipt of notice in writing from the complaining party of the breach or default complained of, giving reasonable particulars of such breach or default and

of the intention of such complaining party to terminate this Agreement under this Section 4.4 unless such breach or default is cured or (ii) be judicially declared bankrupt or insolvent by a court in the jurisdiction in which its principal office is located, make an assignment for the benefit of, or enter into a compromise with, its creditors, institute bankruptcy or insolvency proceedings of any kind or proceedings for winding up its affairs or for the appointment of a receiver or similar official with respect to its assets, or become a party to a dissolution proceeding; or (b) by Configura immediately upon written notice if Extension Owner fails to timely make the payments set forth in Sections 4.1 and 4.2.

4.5 Disclaimer

CONFIGURA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SUPPORT PROVIDED HEREIN, EXPRESS OR IMPLIED, IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, ADVICE, OR SUPPORT GIVEN BY CONFIGURA OR CONFIGURA'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OF ANY KIND OR IN ANY WAY INCREASE THE SCOPE OF SUPPORT AS OTHERWISE AGREED TO HEREIN.

4.6 Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CONFIGURA, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO EXTENSION OWNER FOR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE, LOSS OF CONTRACTS, INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS SUPPORT AGREEMENT OR EXTENSION OWNER'S OR ITS USERS' USE, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE CET DESIGNER EXTENSIONS OR RELATED DOCUMENTATION, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY OR DUTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, OR ANY OTHER CAUSE, OR OTHERWISE, EVEN IF CONFIGURA OR CONFIGURA'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 DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO EXTENSION OWNER. In no event, however, shall CONFIGURA's total aggregate liability to Extension Owner for any and all damages, losses, and any causes of action whatsoever (whether in contract, tort (including negligence) or otherwise) exceed Five Thousand Dollars (US \$5,000).

4.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of Sweden without regard to its conflicts of law provisions. Each party further consents to jurisdiction of the courts of Stockholm, Sweden with respect to any claim or dispute arising out of or relating to this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

- 4.8 Dispute Resolution. All claims, disputes, controversies, differences or misunderstandings of any kind between the parties hereto arising under, out of, or in connection with this Agreement, including the existence or continued existence of this Agreement and the arbitrability of a particular issue, 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. The decision of the arbitration tribunal shall be final and binding upon the parties may be enforced in any court of competent jurisdiction, and no party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award. Arbitration proceedings shall be in the English language.

5 Miscellaneous

- 5.1 The failure of either Party to enforce at any time any provision of this Agreement or to exercise any option which is herein provided or to require or to fail to require at any time performance by the other Party of any provision hereof shall in no way affect the validity of this Agreement or any part hereof or the right of such foregoing Party thereafter to enforce its rights hereunder, nor shall it be taken to constitute a condonation or waiver of the default or condonation of any other or subsequent default or breach by the other Party.
- 5.2 If any provision of this Agreement, or the application thereof should, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall remain in full force and effect and be enforced to the greatest extent permitted by law.
- 5.3 This Agreement shall not constitute Configura as an agent, partner, or any other legal association of Extension Owner nor Extension Owner as an agent, partner, or any other legal association of Configura for any purpose whatsoever, and neither Configura nor Extension Owner have the authority to assume or to incur any obligation or responsibility, express or implied, or in the name of the other, nor to bind the other in any other matter or form than as stated in this Agreement.
- 5.4 This Agreement constitutes the entire agreement between Configura and Extension Owner and supersedes all prior or contemporaneous understandings or agreements, whether written or oral. Except as expressly set forth herein, Configura nor Extension Owner make nor shall be bound by any warranties, representations, covenants, or agreements. This Agreement shall not be modified except by a written agreement executed by an authorized representative of Configura and Extension Owner.
- 5.5 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 selecting the "I accept the Support Agreement for CET Designer Extensions" option you are accepting and agreeing to the terms of this Agreement with Configura. If you do not meet this criterion or you do not agree to any of the terms of this Agreement, please select the "I do not accept the Support Agreement for CET Designer Extensions" or use your browser's Back button to exit this page. You further agree that, once this Agreement is accepted, Your acceptance of this Agreement is continuing in nature for the entire Term, including all renewals thereof, of the Agreement.