

THIS APP-PARTNER AGREEMENT (this “App-Partner Agreement”)

1 BACKGROUND INFORMATION

- 1.1 Fortnox AB (“**Fortnox**”) is a leading provider of internet based software for invoicing and accounting.
- 1.2 A prerequisite for entering into this App-Partner Agreement is that the parties have previously entered into the Developer Agreement that stipulates under what conditions you can connect your Integrated Application to the Services through an API.
- 1.3 This App-Partner Agreement sets out under what conditions your Integrated Application will be visible for Customers in Fortnox Marketplace under the tab “Appar/ App-Market” as a Licensed Application and your rights and obligations hereunder.
- 1.4 By accepting the terms of this App-Partner Agreement you certify that you have read, understood and accept the terms set out herein and in the documents referred to in this App-Partner Agreement.

2 DEFINITIONS

In addition to the definitions in the Developer Agreement the definitions set out below shall have the following meaning:

“**Fortnox App-market**” means a dedicated area (Fortnox App-market) in Fortnox application under Marketplace where your Licensed Applications will be marketed by Fortnox.

“**Licensed Application**” means the Integrated Application that Fortnox will market to customers in Fortnox App-market and which is bought by the Customer in the Fortnox App-market.

“**Integration Application**” means the Integrated Application that Fortnox will market to customers in Fortnox App-market and which bought directly from you e.g. through your website. Clause 8 REIMBURSEMENT AND INVOICING in this Agreement will not apply for Integration Applications unless you decide them to become a Licensed Application according to clause 8.6.

3 TRADEMARK LICENSING AND MARKETING

- 3.1 You hereby authorize and instruct Fortnox to:
 - a) market the Licensed Application/Integration Application to customers located in Sweden by showing the Licensed Application/Integration Application on Fortnox Marketplace;
 - b) use (i) screen shots, previews, and/or up to thirty (30) second excerpts of the Licensed Application/Integration Application; and (ii) trademarks and logos associated with the Licensed Applications/Integration Applications; and
 - c) otherwise use Licensed Application/Integration Application, information regarding Licensed Application/Integration Application and/or associated metadata as may be reasonably necessary in the marketing of the Licensed Applications/Integration Application in accordance with this App-Partner

Agreement. You agree that no royalty or other compensation is payable for the rights described above in Section 3.1 of this App-Partner Agreement.

4 FULFILMENT OF FORTNOX REVIEW GUIDELINES FOR DEVELOPERS AND APP-MARKET

You undertake to fulfil Fortnox Review Guidelines for developers and App-market (developer.fortnox.se/about-appmarket).

5 REVIEW

Fortnox will be reviewing the Licensed Application/Integration Application in accordance with the Fortnox Review Guidelines for developers and App-market (developer.fortnox.se/about-appmarket).

6 PUBLICATION OF THE LICENSED APPLICATION

Fortnox will, if it so chooses in its sole discretion, make the Licensed Application/Integration Application available on Fortnox App-market in accordance with the Fortnox Review Guidelines for developers and App-market (developer.fortnox.se/about-appmarket).

7 OWNERSHIP TO THE LICENSED APPLICATION/INTEGRATION APPLICATION AND EULA

7.1 You hereby warrant that;

- a) you have the right to enter into this App-Partner Agreement and to give Fortnox the right to market the Licensed Application/Integration Application to Customers on Fortnox App market;
- b) the Licensed Application/Integration Application, Fortnox and/or Customers authorised use of the Licensed Application/Integration Application does not breach third party's patent, copyright, trademark, trade secret or any other intellectual property right;
- c) the Licensed Application/Integration Application does not contain unclear, offensive or any other material that is prohibited according to mandatory law;
- d) all information provided by you, including all information relating to the Licensed Application/Integration Application, is correct and if such information ceases to be correct that you immediately update it; and
- e) in the event of a dispute regarding the Licensed Application/Integration Application and/or use of your intellectual property rights, consent to that Fortnox can share your contact information with the party who has initiated such a dispute.

7.2 Fortnox does not have any rights to the Licensed Application/Integration Application and is not allowed to use the Licensed Application/Integration Application or information relating thereto for any other purpose than fulfilling this App-Partner Agreement.

7.3 You undertake to enter into a end-user agreement ("**User Agreement**") with the Customer and, if applicable, provide a privacy policy for the Licensed Application and/or any other documents required in accordance with mandatory law. The User Agreement shall, at least, contain provisions stating that your claims for payments from the Customer related to the Licensed Application is transferred to and invoiced by Fortnox, as further set out in Section 8 below. The User Agreement shall also include provisions

which grants you the right to use customer data, not being personal data, provided to you by the Customer when using the Licensed Application, for the purpose of developing your services, also after the User Agreement with the Customer has expired or been terminated. You undertake to not make any changes of the User Agreement without the prior written consent from Fortnox, in order to ensure that the User Agreement hold the high quality that Fortnox always promises its customers.

8 REIMBURSEMENT AND INVOICING

- 8.1 You are entitled to a commission corresponding to 75 percent of all payments of principal sums, excluding VAT, received by Fortnox from your Customers for using the Licensed Application on the further terms set out below. You shall monthly invoice Fortnox your commission for the Customers' use of the Licensed Application based on a specification of the funds received by Fortnox from Customers during each month. The invoice shall contain all information requested by Fortnox from time to time. The due date shall be 10 days, but Fortnox is entitled to pay the invoice before the due date. You may not invoice a total commission below SEK 500 for one single month.
- 8.2 You may not invoice any Customers directly for the Licensed Application purchased on Fortnox App-market. If you invoice your Customer's directly for the Licensed Application purchased on Fortnox App-market, Fortnox is entitled to 25 percent of your revenue and you shall in such case provide Fortnox with all information necessary to calculate our right to reimbursement.
- 8.3 Fortnox undertakes to invoice the Customers for using your Licensed Application, applying the invoice periods used by Fortnox for its services to the specific Customer (often quarterly). However, all new Customers will be invoiced directly after entering into an agreement for the Licensed Application with 30 days due date. Fortnox will, in its own discretion, arrange for debt collection upon payment defaults from Customers. The calculation of your commission will not include any payments of interest, debt collection fees, legal fees or any other payments from your Customer other than the principal sum related to using the Licensed Application. Fortnox shall on a monthly basis notify you of any payment defaults from Customers.
- 8.4 If the Customer terminates the user agreement due to any material breach of contract by you, the Customer shall be entitled to repayment of any sums that the Customer has paid in advance but which has not been consummated through use of the Licensed Application at the time when the Customer terminates the user agreement.
- 8.5 If Fortnox has paid your commission relating to a payment from a Customer and: i) the Customer thereafter exercises its right to withdrawal, or ii) if the agreement with the Customer is terminated in accordance with 8.4, or iii) if Fortnox has received any other reasonable claim of repayment of funds from a Customer, you shall repay Fortnox a sum corresponding to 75 percent the sum that Fortnox repay to the Customer in such case. Fortnox shall also be entitled to deduct such repayment sum that you owe Fortnox from any other payment we make to you or otherwise from funds collected under the App-Partner Agreement.
- 8.6 You are free to set your prices for your Customers' use of the Licensed Application. You are also entitled to change your price or decide if your Integration Application, after an application, will be bought by the Customer in the Fortnox App-market, and in that case it will be considered as a Licensed Application, however that such price change may not, for already existing Customers, enter into force earlier than at the beginning of the next invoice period referred to under Section 8.3 above.
- 8.7 Fortnox shall always be entitled to withhold payment of your invoice, in part or in whole, if Fortnox have legitimate reasons for it, e.g. that the Customer reasonably claims that

you have not provided the Licensed Application in accordance with your agreement with the Customer, if the Customer uses its right to withdrawal period just a few days after the period has expired and in similar situation.

- 8.8 Fortnox shall, in its own discretion, be entitled to change commission percentage you are entitled to (with three months prior notice in case the Licensed Application is already available on Fortnox App-market). Such change shall be reflected and effectively change the percentage set out in Sections 8.1 and 8.5 above, and Section 8.2 shall be changed to a percentage equal to 100 percent deducted with the adjusted commission percentage. This Section 8.8 shall not in any way limit Fortnox rights according to Section 11 of this Agreement.

9 LIABILITY

- 9.1 You are responsible for all demands and claims relating to the Licensed Application/Integration Application as is set out in this App-Partner Agreement. You warrant that you own and/or control all the rights to the Licensed Application/Integration Application and that you have the right to authorize Fortnox to market the Licensed Application/Integration Application to Customer in Fortnox App-market under this App Partner Agreement, and that the Licensed Application/Integration Application does not infringe the rights of any third party. You agree to indemnify Fortnox against all claims made as a result of Fortnox use and/or the marketing of Licensed Application/Integration Application to Customer in Fortnox App-market.
- 9.2 You are responsible for all documentation relating to the Licensed Application/Integration Application and shall indemnify Fortnox as a result of claims made thereby.

10 TERM AND TERMINATION

- 10.1 Fortnox reserves the right at any time, with or without cause, to immediately stop marketing the Licensed Application/Integration Application to Customers on Fortnox App-market, by giving you notice of the termination.
- 10.2 You have the right, with or without cause, to terminate this App-Partner Agreement three (3) months after giving Fortnox written notice of the termination.
- 10.3 When this App-Partner Agreement is no longer in effect or is terminated, Fortnox will no longer have any obligations hereunder.
- 10.4 If you no longer are legally entitled to distribute the Licensed Application/Integration Application or to allow Fortnox to market the Licensed Application/Integration Application to Customers in accordance with this App Partner Agreement, you must immediately notify Fortnox thereof.
- 10.5 In the event that you have not entered into a User Agreement or has not provided a privacy policy and/or other documents required for the Licensed Application and therefore is in breach of Section 7.3, Fortnox has the right to immediately terminate this App-Partner Agreement, by giving you notice of the termination.

11 MISCELLANEOUS

- 11.1 Besides what is set out in this App-Partner Agreement, Sections 6, 10, 13, 14, 17-21 in the Developer Agreement shall also apply to this App-Partner Agreement.
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