

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 has 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.

3 TRADEMARK LICENSING AND MARKETING

- 3.1 You hereby authorize and instruct Fortnox to:
- a) market the Licensed Application to Customers located in Sweden by showing the Licensed Application on Fortnox Marketplace;
 - b) use (i) screen shots, previews, and/or up to thirty (30) second excerpts of the Licensed Application; and (ii) trademarks and logos associated with the Licensed Applications; and
 - c) otherwise use Licensed Application, information regarding Licensed Application and/or associated metadata as may be reasonably necessary in the marketing of the Licensed Applications 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 in accordance with the Fortnox Review Guidelines for developers and App-market (developer.fortnox.se/about-appmarket).

6 PUBLICATION OF THE LICENSED APPLICATION

6.1 Fortnox will make the Licensed 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 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 to Customers on Fortnox App-market;
- b) the Licensed Application, Fortnox and/or Customers authorised use of the Licensed Application does not breach third party's patent, copyright, trademark, trade secret or any other intellectual property right;
- c) the Licensed 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, 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 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 and is not allowed to use the Licensed Application or information relating thereto for any other purpose than fulfilling this App-Partner Agreement.

7.3 You undertake to provide end-user license terms and, if applicable, a privacy policy for the Licensed Application and/or any other documents required in accordance with mandatory law.

8 LIABILITY

8.1 You are responsible for all demands and claims relating to the Licensed 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 and that you have the right to authorize Fortnox to market the Licensed Application to Customer in Fortnox App-market under this App-Partner Agreement, and that the Licensed 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 to Customer in Fortnox App-market.

8.2 You are responsible for all documentation relating to the Licensed Application and shall indemnify Fortnox as a result of claims made thereby.

9 TERM AND TERMINATION

- 9.1 Fortnox reserves the right at any time, with or without cause, to immediately stop marketing the Licensed Application to Customers on Fortnox App-market, by giving you notice of the termination.
- 9.2 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.
- 9.3 When this App-Partner Agreement is no longer in effect or is terminated, Fortnox will no longer have any obligations hereunder.
- 9.4 If you no longer are legally entitled to distribute the Licensed Application or to allow Fortnox to market the Licensed Application to Customers in accordance with this App-Partner Agreement, you must immediately notify Fortnox thereof.
- 9.5 In the event that you do not provide end-user license agreement, privacy policy and/or other documents required for the Licensed Application and therefore is in breach of clause 7.3, Fortnox has the right to immediately terminate this App-Partner Agreement, by giving you notice of the termination.

10 MISCELLANEOUS

- 10.1 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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