COOPERATION AGREEMENT
Special Conditions

Agreement's number:	[number]
Agreement's date:	[date]

1. Partner:	
Name:	[name]
Code of legal entity:	[code]
Registered address for notifications:	[address]
VAT code:	[code]
Partner's code in Softera system:	[Partner Account ID with Microsoft (Voice ID)]
Contact person:	[job title, name and surname]
E-mail address for notifications:	[contact e-mail]
Phone number:	[contact phone]
Website	[website address]

2. Softera:	
Name:	UAB "Softera Baltic"
Code of legal entity:	301566552
Registered address for notifications:	K. Donelaičio str. 62 / V. Putvinskio str. 53, Kaunas
VAT code:	LT100003877715
Bank account number:	LT49 7044 0600 0631 5468 (SEB)
Contact person:	[job title, name and surname]
E-mail address for notifications:	[contact e-mail]
Phone number:	[contact phone]
Website	www.softera.lt

3. Software	
SOFT4Leasing	Informative material is available in Partner space
SOFT4Factoring	Informative material is available in Partner space
SOFT4Lessee	Informative material is available in Partner space
SOFT4RealEstate	Informative material is available in Partner space
[Other licences]	Informative material is available in Partner space
Software price list for the Partner	Price list is available in Partner space
Advance payment:	[not applicable/ amount]

4. Partnership program	
Type of partnership	[Reseller / Preferred partner]
Details about the partnership program	https://soft4.eu/partner-program/

5. Partner's remuneration

Software	Monthly sales volumes	Discount from the basic software price (% from the lease price)
SOFT4Leasing	<30 work places	20%
SOFT4Factoring	31-100 work places	25%
SOFT4Lessee	101-300 work places	30%
SOFT4RealEstate	301-500 work places	35%
[Other licences]	501+ work places	40%

Other conditions for the partner's remuneration	
Annual marketing and sales plan	it has to be agreed within X weeks after conclusion of this Agreement
Minimal annual sale amount	[not applicable / amount]
Responsibility for failure to submit a marketing and sales plan or failure to achieve the annual sale amount	[not applicable / The Agreement is terminated by notifying the Partner 30 (thirty) days beforehand. The Partner has the right to correct the Agreement performance defects/ pay a fine within the notice period]

6. Maintenance services	**Service / Support plan**	
Description	Support Option Plan 1	Support Option Plan 2
Monthly service fee	265 USD / 250 EUR / 420 AUD	-
Hourly rate	110 USD / 105 EUR / 175 AUD	145 USD / 125 EUR / 225 AUD
Hourly rate for non-working hours*	220 USD / 210 EUR / 350 AUD	290 USD / 250 EUR / 450 AUD
Hourly rate for Critical Requests	165 USD / 155 EUR / 265 AUD	220 USD / EUR 190 / 340 AUD

Warranty period for works	6 months	6 months
Billing	In arrears, monthly service fee + actual support hours	In arrears, actual support hours used
Assigned Consultant	Yes	No
Support request statuses and reaction times:		
High Priority (error is critical to perform the PARTNER's task in the Soft4 system)	Reaction time: 8 working hours	Reaction time: 24 working hours
	Resolution time: Best effort (but max 8 working hours to solve issue or find a temporary solution)	Resolution time: Agreed deadline for each issue.
Medium Priority (error in the Soft4 system does not allow the PARTNER work efficiently but is not critical to perform the task)	Reaction time: 16 working hours	Reaction time: 40 working hours
	Resolution time: Agreed deadline for each issue, or 40 hours (i.e. one week)	Resolution time: Agreed deadline for each issue.
Low Priority (error in the Soft4 system causes discomfort for the PARTNER but allows the PARTNER to perform their daily tasks)	Reaction time: 40 working hours	Reaction time: 80 working hours
	Resolution time: Agreed deadline for each issue, or 40 hours (i.e. one week)	Resolution time: Agreed deadline for each issue.
Support option (mark with ☒)	☐ OPTION 1	☐ OPTION 2

7. Other services

Project management / Project coordination fee	20% from project scope

8. Types of Requests. Other solution conditions of the Requests

Incident	Unscheduled Incident of the Software or significant qualitative decrease in the Software's efficiency. When the Incident is solved, no analysis of the main causes is carried out in order to identify the cause of the Incident. The Incident is caused by the programmed code of the solutions implemented by Softera.
Problem	Unknown causes of one or several Incidents. In case of the Problem's solution, main causes of Incidents are analysed. The Problem is caused by the programmed code of the solutions implemented by Softera.
Change	The task of Software development, installation of new Software, or similar Request.
Service Request	Usually small (standard) configuration works, e.g., configuration of the system's settings, request to create a new user, to provide information, request for training or access rights
Address of Request Management System (JIRA):	https://support.softera.lt
Contacts of the Maintenance Unit:	[dedicated email and/or reference to the contacts]
Softera work hours:	On workdays according to the Lithuanian legal acts, from 8:30 am until 5:30 pm (UTC + 3 time zone in summer time, UTC + 2 time zone in winter time)
Calculation interval of Request time	15 minutes (rounding up to higher side)
Duration of Requests confirmed automatically for payment	Up to 2 hours

9. Priorities of the Requests

The Partner has to state the Request's priority at the time of its placement, so that urgency could be determined. Possible priorities and recommendations are provided below. The default priority is Moderate.

Priority	Description
Critical	The system is not functioning at all or the function critical for business is not functioning in the production environment.
High	An incident of large scope that has a significant impact on the activities and temporary evasion is not possible.
Moderate	An incident that has a negligible impact on the activities but that does not prevent business functions from being implemented.
Low	A small incident that has a small impact on the activities or that may be evaded temporarily.

Planned	An incident that has almost no impact on the activities or that may be evaded temporarily.

10.	**Key annual indexes of response to Requests and their solution**	
Index	Description	Value
Time of response to Requests and their solution	(Requests responded and solved on the due time / all Requests placed by the Partner) * 100	>= 90%

11. Payment terms and conditions	
Fees of maintenance services	Once in a month, after the Request is solved or other services are provided
Term for invoice payment	Within 15 calendar days after issue of the invoice (unless the Agreement provides otherwise)
Default interest for late payment	0.02% per day from outstanding amount for each overdue day
Contractual penalty for resumption of Softera obligations after their suspension in the cases provided in the Agreement	[EUR 100/ other amount]

12. Other special conditions:	
Exclusive cooperation:	[YES/NO]
Performance territory	[Territories]
Other conditions or exceptions from the General Conditions:	1. If provided in the Partnership Program, the employees appointed by the Partner have to attend the training program of Softera partners. Its content, duration and price shall be determined by separate agreement of the Parties. 2. The Partner shall bear full responsibility for administration of its customers (end users of the Software) and conformity of the Software to this Agreement. 3. The Partner agrees to receive direct marketing notices: [Yes / No] 4. [other conditions / no]

By signing this Agreement, the Partner confirms that it has read carefully, understood and obliges to comply with the following, as well as to safeguard that the Partner's customers (end users of the Software) would read, understand and oblige to comply with the following:

1)	Standard provisions of Microsoft Customer Agreement:
	https://www.microsoft.com/licensing/docs/customeragreement
2)	Softera software rules: https://www.softera.lt/en/end-user-software-license-agreement
3)	Partnership program: https://soft4.eu/partner-program/
4)	[list and enter links to the rules of products of third parties, if applicable]

Partner
[name]
[job title] [Name] [Surname]

                          Softera
UAB "Softera Baltic"
[job title] [Name] [Surname]

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COOPERATION AGREEMENT
General Conditions

1. **Subject of the Agreement**

1.1. The Parties undertake to cooperate and collaborate under the terms and conditions of the special and general conditions of this Agreement, the partnership program (as amended or supplemented) and its annexes (hereinafter – **Agreement**) so that the Partner could make transactions in its own name and at own expense on the sale or lease of the software described in the Special Conditions of this Agreement (hereinafter – **Software**) with the end users of the Software (hereinafter – **Transactions**), and to perform other actions provided in the Agreement and related to making of Transactions.

1.2. The assortment and price of the Software and all the information about the Software and partnership necessary to execute the Agreement are provided in the Special Conditions of the Agreement, the partnership program, and other annexes to the Agreement. Softera shall have the right to change the Software's functionalities, price and assortment and the partnership program by notifying the Partner thereof in writing and using other communication means used by the Parties under the terms and conditions of this Agreement.

1.3. Softera undertakes to apply the discount from the basic price of the Software to the Partner. Its amount is specified in the Special Conditions of the Agreement. It also undertakes to implement other obligations specified in the Agreement or individual agreements between the Parties, if any are made with regard to individual projects.

1.4. When the Software is installed for the clients found by the Partner and additional analysis, programming, data transfer, testing or other works are needed, the Parties shall perform such works under the separate agreement on installation works.

1.5. The main language of the Software, its documentation, training and other performance of the Agreement shall be English, unless the Parties agree otherwise in writing, e-mail or by conduct (e.g., by answering to notices in another language or in absence of objections to its use). In all the cases, the Partner shall have to do translations of the Software and its documentation or other adjustment to foreign markets at own expense, if the Partner finds such translation or adjustment necessary.

2. **Main obligations of the Parties**

2.1. The Partner undertakes:

2.1.1. To assign at least two employees, two of whom would be responsible for implementation of technical functions and one – for sale functions, who would be trained to present, install and support the Software within the limits of their competence, unless this requirement is withdrawn in the Agreement, the partnership programme, or individual agreements between the Parties, or different number or functions of the Partner are determined;

2.1.2. To behave according to the diligence standard applicable to professionals and to check the valid conditions of lease, sale of the software and other services prior to entering into Transactions or placing other orders to Softera.

2.1.3. To submit the information in the coordinated content and form about the Software on the Partner's website to Softera not later than within 14 ((fourteen) days after signing this Agreement;

2.1.4. To draw up and coordinate with Softera the Software marketing and sales plans not later than within the term indicated in the Special Conditions of the Agreement and to update these plans regularly (at least once a year), unless the Partner has no duty to submit this plan under the Special Conditions of the Agreement;

2.1.5. To search actively for end users of the Software, who could enter into the Transactions, and for this purpose, to furnish the information about the Software and to explain conditions of the Transactions to them;

2.1.6. To accept statements, requests and/or claims of the Software users, who want to enter into or who have already entered into Transactions, regarding the conditions of the Transactions, quality and quantity of the Software, etc., in own name and responsibility;

2.1.7. To carry out the assignments and instructions of Softera regarding conclusion of the Transactions precisely, and in absence of them, to act in accordance with Softera business practice or general practice of software distribution;

2.1.8. To act carefully and fairly and to comply with the highest standards of business ethics in all the cases in order to preserve Softera reputation;

2.1.9. At the request of Softera, to notify Softera about the Transactions made in its name and to furnish other information related to the made Transactions, not later than within 7 (seven) days;

2.1.10. In its activities, to comply with the Softera trademark manual and marketing recommendations, when the Partner is using references to Softera name or trademark. The Parties have to reach an agreement about participation in fairs, exhibitions, other Software marketing events and activities, where Softera trademark is used, in each particular case separately.

2.1.11. To inform Softera about any significant change in the Partner's management bodies (manager, board members, etc.) or entities controlling the Person (the shareholders who hold more than 20 percent in the general meeting of shareholders of the Partner).

2.1.12. To perform other actions related to the search for end Software users, making and execution of Transactions with them.

2.2. Softera undertakes:

2.2.1. To deliver the latest Software version in English to the Partner and to furnish the information and documents about the Software necessary to fulfil the Partner's obligations, and other information necessary for the Partner's activities;

2.2.2. To notify the Partner immediately about consent or refusal to enter into or execute certain Transaction and about any amendments or supplements of the Transaction's conditions;

2.2.3. To confirm or reject with reasoning the marketing and sales plans offered by the Partner (or their amendments and supplements) not later than within 14 (fourteen) days after their receipt;

2.2.4. To provide the Partner with the information about the Software updates installed by Softera, its changed functionalities, or new software introduced to the market;

2.2.5. To grant the discount from basic price of Software specified in the Special Conditions of the Agreement to the Partner or to pay the remuneration in the amount set forth in the Agreement to the Partner, and to implement appropriately other obligations provided in the Agreement.

2.3. The Partner shall enter into the Transactions at its own discretion, expense and in own name; however, it does not commit to continue buying all Software. During the validity period of the Agreement, the Partner shall enter into the Transactions in consideration to its clients' needs and the commitment to enter into minimal number of Transactions if it is determined in the Special Conditions of the Agreement.

2.4. The Partner undertakes to use its organisational and legal measures to safeguard compliance of all the Software users with the Software rules and other conditions, the links to which are provided in the Special Conditions of the Agreement.

3. Price of Software and Other Services and payment conditions

3.1. The Software prices (excl. VAT) with all the discounts applicable to the Partner are provided in the Special Conditions of the Agreement. In case of entering into particular Transactions or ordering other services, the Parties shall have the right to agree (in writing or by e-mail) about other prices or discounts. In case of any discrepancies between the Special Conditions of the Agreement, the partnership program, and other annexes to the Agreement, the Special Conditions of the Agreement shall prevail.

3.2. The prices indicated in the Special Conditions were set only for defining the price (after subtraction of discounts applicable to the Partner) that the Partner has to pay when entering into the Transactions or ordering other services from Softera. The Parties note that the prices in this Agreement were set by the bilateral negotiations, and they were not linked to the prices applied by Softera to its other clients (buyers). Nothing in this Agreement can be interpreted as restriction imposed on the Partner to set the prices for its clients (buyers) freely and at absolute discretion of the Partner.

3.3. The prices set forth in the Special Conditions and other conditions of the partnership program shall be valid until their first modification. Softera shall have the right to change (to reduce or decrease) unilaterally the prices of supplied Software and Other Services, as well as the partnership program, provided the Partner is always notified thereof at least 30 (thirty) days before such modifications enter into force.

3.4. The Partner shall order the Software by e-mailing to Softera and stating clearly the ordered Software, number of licences, desired beginning of use, total term, name and code of end Software user, and other information important to the Partner. The order may be placed in free form or using the standard order template agreed by the Parties. Upon receipt of the order, Softera, shall inform the Partner thereof, confirm or reject the order not later than within 7 (seven) days. If Softera does not respond within this term, the Parties shall consider the Partner's order rejected.

3.5. The Software price payable by the Partner (minus applicable discounts) shall be calculated by Softera after confirmation of the order, by sending an invoice to the Partner. The access keys to the Software licences and other data shall be transmitted to the Partner only after full payment of the invoice, unless the parties agree about different sequence or conditions of fulfilment of the obligations in writing or by e-mail.

3.6. The Partner shall be solely responsible for collection of payments from its clients (end Software users) and appropriate administration of contracts with them; therefore, the circumstance that the Partner's clients have refused the Software or other services or have not paid for them on time shall not serve as the ground to release the Partner from payments under the Agreement, to extend the payment terms, to reduce the Software price, or to return it. Thus, the Partner's duty to pay for the software and other services under this Agreement does not depend on timely and complete payment of the Partner's clients (end Software users) to the Partner. The Partner assumes the full risk for payment of the clients. If the Partner refuses the Software or other services after the payment, their price shall not be refunded, compensated or set off for any other orders under this Agreement or other transactions between the Parties.

3.7. The prices of Software and Other Services related to particular Transaction or order may be changes (reduces or decreases) unilaterally by Softera if the Partner was not observing the appropriate payment conditions under previous Transactions or orders, if Softera has reasonable doubts about the Partner's solvency, and because of other reasons that, in Softera opinion in each particular case, could affect appropriate implementation of the Partner's obligations. The Partner shall be notified about such changes at least 7 (seven) days before confirmation of some particular Transaction or other services (if possible objectively).

3.8. If the Transaction with Software user is made by Softera itself, however due to the Partner's actions, even if the Transaction is entered into after expiry of the Agreement, the Partner shall be entitled to remuneration for such Transaction only if the Parties have agreed about the remuneration clearly in writing or by -mail. Moreover, if the Partner incurs additional marketing or other expenses related to conclusion and execution of the Transactions, such expenses shall be covered by the Partner and not compensated by Softera, unless the Parties clearly agree otherwise in writing or by e-mail in advance.

3.9. All the fees of Software support, Maintenance and Other Services shall be calculated according to the rates and measurement units provided in the Special Conditions of this Agreement. The fees for one Request shall be calculated after the respective Request is marked as *"Closed"* in the Request Management System, or if provision of other services indicated in the Special Conditions of this Agreement is finished.

3.10. All the payments that have to be made by the Partner under this Agreement shall be done according to the invoice e-mailed by Softera to the account indicated in the Special Conditions of this Agreement not later than within the term set in the Special Conditions of the Agreement, unless different payment terms of these fees are provided in the Agreement. Any party may set homogeneous counter-claims off (if any) by unilateral written or e-mailed statement.

3.11. The Parties agree to submit electronic invoices. The Parties confirm that they agree and allow the other Party to issue and submit an electronic invoice by sending it to the e-mail address indicated in the Special Conditions of this Agreement. The contact persons indicated in the Special Conditions of this Agreement shall be responsible for sending and receiving of invoices, unless the Parties indicate different persons or their contact data.

3.12. If different prices are indicated in the Special Conditions of this Agreement, invoices or other document, the prices indicated in the invoice issued on the basis of the particular Transaction or order shall apply.

3.13. If VAT rate, its application or calculation procedure changes during the Agreement's validity term because of the changed legal acts, the Party has to pay the price to Softera from the moment when respective amendments of legal acts enter into effect, applying such VAT as it should be after respective amendments of the legal acts, without entering into separate agreements or sending separate notifications.

3.14. The Partner shall be responsible for all the taxes, charges, assessments and other expenses incurred in the course of purchase or lease of the Software, and it has to pay such amounts at own expense. If these taxes are deducted from the amounts payable to Softera because of compulsory requirements the Partner undertakes to submit all the documents, data and information that could help Softera to avoid double taxation in the procedure established in laws (if possible according to the applicable legal acts).

4. **Terms and conditions of the Maintenance Services**

4.1. While providing Maintenance and Other Services, Softera shall make reasonable efforts to respond to the properly placed Requests regarding any task related to the elements of the Software elements, including Incidents, additional services, changes and problems, within the term indicated in the Special Conditions of this Agreement as well as regarding consultations and other help (as defined below)(hereinafter- **Request**), and to help to solve all the tasks provided in the Requests.

4.2. *General provisions on placement and fulfilment of the Requests.* The Partner shall have the right to place a Request to Softera by e-mail or phone using the address or number provided in the Special Conditions of this Agreement. Softera shall use the Request Management System to solve the Requests. Its reference and reference to the regulations are provided in the Special Conditions of this Agreement (hereinafter referred to as the **Request Management System**). If the Partner makes the Request by phone, Softera shall register it in the Request Management System. The Request's registration in the Request Management System shall be paid according to the rates of the Maintenance Services.

4.3. The Parties agree that the person making a Request shall be responsible for appropriate cooperation with Softera, when solving the maintenance tasks described in the Request, and for expeditious furnishing of all the necessary information to Softera. In response to the Request, Softera may indicate the assigned identification number that will be used later in communication on the Request's solution.

4.4. The Partner undertakes to monitor the course of Requests, Softera comments, inquiries or instructions in the Request Management System all the time. If the status of the Request registered in the Request Management System is:

4.4.1. *"Waiting for additional information", "Waiting for the client's answer", "Waiting for confirmation", "The client is testing"*, the Partner undertakes to read the respective comments, inquiries or instructions of Softera and to respond to them (to furnish information, documents or to carry out the indicated actions and to present their results) not later than within 5 business days after registration of the status in question. Softera shall suspend the actions of the Request solution without an individual notice until the Partner furnishes the information need for the Request so that Softera could continue the works;

4.4.2. *"Solved",* the Partner undertakes to familiarize with the Request's solution and to make additional comments, inquiries and requests, if the Partner believes that the Request has been solved inappropriately, incompletely or untimely. In such a case, Softera shall resume the Request's solution according to the Partner's opinion under the terms and conditions of this part of the Agreement. If the Partner does not change the status of the Request to *"Solved"* or does not make any comments within 5 business days after registration of the respective status, the Request's status shall be automatically changed to *"Closed"* and it shall be considered solved.

4.5. If Softera determines at the time of responding to the Request or during its solution that the Partner's contact person does not have enough experience or knowledge about the Software's technical specification or functionalities, Softera has to notify the Partner thereof by e-mail, and the Partner shall make sure that such person would be replaced immediately by another person, who would have sufficient experience and knowledge, and transmit that person's contact data to Softera (e-mail address and phone number). Prior to replacement of the contact person by the Partner, Softera shall have the right to suspend the actions of response to the Request or its solution without warning.

4.6. Softera shall submit the first answer about the Request's solution within the Response time indicated in the Special Conditions of the Agreement, unless the Parties agree (by e-mail or other measures) about other (longer or shorter) period. Softera shall choose independently proportionate (with regard to benefit and expenses) technical, organisational and creative solutions of the Requests, their implementation modes and measures, in conformity to the task formed in the Request and taking the Partner's information, remarks and other comments into consideration. Softera shall have the right to engage third parties (subcontractors) for solution of the Requests or provision of Maintenance and Other Services at its own discretion, however, Softera shall remain responsible for appropriate provision of the services to the Partner.

4.7. If the Requests contradict to the Agreement's conditions, or if their implementation is disproportionately complex and expensive, when compared with the expected benefits of certain solution, Softera shall have the right to refuse to solve such Request by giving the reasoned notice thereof to the Partner. The Parties undertake to cooperate and collaborate in all the cases to endeavour at the most cost-effective and expeditious solution of the Requests as possible.

4.8. *Solution of Requests about the Software's Incidents.* Depending on the difficulty, the Incidents shall be divided into the statuses defined and described in the Special Conditions of the Agreement.

4.9. When the Partner identified an Incident, it shall put all the efforts to remove it or to adapt a temporary solution. When the Partner performs all the possible actions to remove the Incident and makes sure that the Incident cannot be removed or the temporary solution cannot be adapted, the Partner shall notify Softera about the identified Incidents without delay, by making a respective Request about the Incident. The Partner has to describe the Incident thoroughly in the Request, actions performed prior to it and their results, as well as the actions performed by the Partner to remove the Incident, and other information that the Partner considers to be important.

4.10. When Softera receives the Request about the Incident, it shall assess the status of the Incident in accordance with the features provided in the Special Conditions of the Agreement and shall start commercially reasoned actions on the basis of that assessment in order to remove the Incident. Softera may remedy the Incident by presenting a solution to the Partner that allows preventing the Incident, or by presenting written instructions, how to avoid the Incident, or by making the necessary modifications in the Software at its own discretion, or by stating to the Partner that the Incident has been already solved earlier in the updates offered to the Partner under this Agreement.

4.11. *Solution of Requests about orders for Service Requests, Problems or Changes*. In the course of provision of Maintenance Services, Softera may make Requests to the Partner about Service Requests, Problems or Changes that are not assigned to Incidents.

4.12. The Partner shall be granted all economic copyrights and other intellectual property rights to use all the installed Changes of the Software in the scope defined in this Agreement or additional written agreements between the Parties. The Partner shall never receive more rights to the Changes than to the Software.

4.13. *Software updates*. Microsoft Software and Software of third parties shall be carried out by these persons according to their internal rules and periodicity. Softera shall not be held responsible for defects of updates or technical servicing of Microsoft Software and Software of third parties.

4.14. The Partner must have a testing environment and it undertakes to accept all the updates of the Software and to use only the latest version of the Software in its activities, unless the Parties agree otherwise individually. The Partner has to test the functionalities of the new Software version and the changes prepared individually for the Partner in the testing environment prepared by Softera prior to performing any real functions in the production environment. The Partner has to test the ordered changes not only before the first installation but also when the Software or products of Softera or other products integrated by third parties are updated. If the updates result in disordered functioning of the changes prepared individually for the Partner, this Incident shall not be regarded as a defect of the product's preparation, while its update shall be ordered and paid by individual agreement of the Parties.

4.15. The Partner may refer to the Company via the Request Management System, asking for consultations and help necessary to secure functioning and use of the Partner's Software. Simple consultations (when answer may be given during conversation without logging in to the Partner's Software and when the consultation lasts for 15 minutes at the most) are registered in the Request Management System as minimal (15 min.) Requests. The complex consultations (when answer cannot be given during conversation, when it is necessary to log in to the Software and to examine the particular case, and when the consultation lasts for more than 15 minutes) are registered in the Request Management System as a Request according to its factual time (rounded up in the interval of 15 minutes). In all the cases, the Parties shall consider that complex consultation and help is requested when it is requested:

4.15.1. to provide the services of informing, consulting or training of the Partner's employees;

4.15.2. to perform diagnostics of the information systems and/or equipment used by the Partner.

4.16. *Exceptions of response to the Requests and their solution indexes*. The key annual indexes of response to Requests and their solution and description of their calculation are provided in the Special Conditions of the Agreement. When assessing the values of key indexes, the Parties shall not take into consideration the deviations caused by the following:

4.16.1. use of the Software in prejudice to this Agreement, instructions and regulations of Softera or the Software manufacturer;

4.16.2. any modifications of the Software made by the Partner or third parties engaged by the Partner,

4.16.3. hardware or software of any third party used by the Partner,

4.16.4. false, late or deficient information or instructions given by the Partner to Softera;

4.16.5. failure to implement the Partner's financial obligations under this Agreement;

4.16.6. DDOS testing or connection failures, problems of connection delays or similar factors caused or affected by the Incidents in internal network of the Partner or provider of online services or general condition of Internet;

4.16.7. downtimes caused by Incidents in platform *Microsoft Azure*;

4.16.8. *force majeure* circumstances (as defined in the legal acts of the Republic of Lithuania) or similar situations beyond control of the Partner, and the risk of which has not been assumed by the Partner explicitly by this Agreement;

4.16.9. restrictions of accessibility to the Software caused by scheduled or urgent technical servicing works, about which Softera notifies the Partner within the terms set in the Agreement.

4.17. The services within the scope of the Maintenance Services not used during the reporting period (hours, calls, training, etc.) shall not be transferred to the next reporting period or exchanged to other services.

4. Protection and use of the Partner's data

4.1. Neither provision of the Agreement can be interpreted as granting the right to Softera to use the Partner's data without taking their form, content and storage medium into consideration, unless it is necessary to fulfil Softera obligations under this Agreement. For the purpose of this Agreement, Softera data shall mean any information, data or documents entered or downloaded by the Partner with the help of the Software, including information about the Software users.

4.2. If Softera is acting as a personal data processor of the Partner's personal data or personal data controlled by the Partner, the Parties shall act in accordance with the separately made personal data processing agreement, and they have to comply with the legal acts governing personal data protection and the Partner's instructions, and to have the technical and organisational measures that would conform to the good business practice and protect against unauthorised or illegal personal data processing or their accidental loss, destruction or damage. The complexity and expenses of these protective measures shall comply to the risk and probable damage that may be caused by unauthorised or illegal personal data processing, loss, destruction or damage.

4.3. Softera shall provide the Partner with all the necessary details (except the ones that could cause harm to the safety of data downloaded by other clients) about any event that Softera believes has caused or could have caused unauthorised access to the Partner's data, their disclosure, use or damage. Softera has to furnish the above notice within 48 hours after detection of safety infringement.

4.4. In case of safety infringement, the Parties have (a) to cooperate in order to identify the cause of infringement and the infringed content; (b) to cooperate in investigation and prevention of any safety infringements in the future; (c) to cooperate in case of litigation or investigation regarding third parties, where the Partner attempts to preserve the safety and integrity of the content; and (d) to use all the reasonable measures to reduce the damage caused by the safety infringement.

6. Use of intellectual property

6.1. Softera may give compulsory instructions at its own discretion to the Partner regarding appearance of marketing material, physical and virtual trade place, other general information about the Software and its marketing that Softera considers as necessary for fulfilment of the Partner's contractual obligations.

6.2. The Partner undertakes to comply with Softera marketing recommendations and marketing plans coordinated by the Parties in writing (by e-mail) (if any). All the Partner's marketing activities related to Softera trademark have to satisfy Softera trademark recommendations and be coordinated with Softera in writing (by e-mail) at least 7 (seven) business days before the beginning of marketing campaign.

6.3. No intellectual property rights to the Software, any part of it, related trademarks, domain names, other objects of the intellectual property or related materials shall be transferred to the Partner. For the purpose of this Agreement, the Parties shall consider that the intellectual property rights include all the rights and interests to all (a) patents, equipment models, patent applications, re-issuance, extensions, and updates; (b) registered and not registered trademarks, service marks, domain names, and all the related added value; (c) registered and not registered copyright and other rights to works or authors; (d) trade secrets, experience, conceptions, ideas, methods, processes, design, discoveries, improvements and inventions, regardless of whether they are patented; (e) all other rights, including intellectual, industrial and property rights that exist at present or may appear in the future; (f) applications for registration, updates and extensions of the aforementioned; and (g) exclusive and non-exclusive license rights to any of the aforementioned.

6.4. The Partner shall not have the right to use Softera trademarks, trade names, logos, graphical elements, marketing tools, including marketing texts, key words or symbols, or other objects of intellectual property without advance written consent of Softera, including but without limitation to their use in e-mail, website addresses or names of internet domains, key words of AdWords or other marketing platforms, SEO settings, etc. The Partner acknowledges that the intellectual property rights and secret information related to the Software is and will remain Softera property and that it will not register or endeavour at registering any trademarks that would be essentially similar to the trademarks owned or used by Softera.

6.5. It is forbidden for the Partner to use the Software in such a manner that could violate the intellectual property rights of Softera or third parties. The Partner has to receive all the necessary consents, permits or licenses not leased from Softera at its own expense so that no rights of third parties would be violated when the Software is

used. Softera does not assume any responsibility for violation of any rights of third parties in the course of the Software's use and the Partner undertakes to indemnify Softera against any demands filed by third parties.

6.6. The Partner has no right to sell or transfer otherwise the goods and products of other manufacturers that would violate the intellectual property rights of Softera or other third parties, including imitation of design (regardless of its registration), marketing tools or supply chain. The Partner cannot mislead the users, use individual symbols or their motives separately or in combination to any trade name or trademark owned or used by the Partner or any third party without advance written consent of Softera.

6.7. Upon clear and individual consent of Softera, when the Partner resells or advertises the Software, it will use only the trademarks or names that are given according to the initial instructions of s Softera. In the end of validity term of this Agreement, the Partner will have the right to use any intellectual property of Softera for 30 (thirty) days more after the Agreement's expiry in order to rearrange its activities, unless the Agreement is terminated because of material breach of this Agreement by the Partner.

6.8. If Softera identifies any violation of the prohibitions established in this section of the Agreement, Softera shall have the right to restrict the Partner's access to the Software and to terminate this Agreement, providing the Partner only with the possibility to form a data file and to export it into the durable storage medium or another system of the Partner. If the Partner notices in the market that any third party is violating the intellectual property rights described in the Agreement or is acting unlawfully with regard to Softera interests, it shall notify Softera thereof without delay. The Partner shall help as much as possible to Softera to avoid the aforementioned violations of the rights according to the given instructions.

7. Responsibility

7.1. The Partner undertakes to indemnify and defend Softera from all and any demands, claims and encumbrances of third parties caused by breached confirmations or warranties of the Partner or implementation of the Transactions. That shall also mean *inter alia* that at the request of Softera, the Partner shall use own resources (to hire lawyers, advisors) and own name to represent Softera and enter the dispute resolution proceedings on the side of Softera in any jurisdiction, where respective demands and claims are filed against Softera, and to help Softera to defend from such demands and claims in any possible way.

7.2. The responsibility of the Parties shall be determined according to this Agreement, valid legal acts of the Republic of Lithuania, and general practice of provision of the contracted services and interrelations between the Parties.

7.3. If the Partner violates any of its financial obligations, the Partner shall pay the default interest as set in the Special Conditions of the Agreement from the late amount for each overdue day.

7.4. If it is determined in the course of the Agreement's performance or during the warranty period set in the Special Conditions of the Agreement, that the works performed by Softera do not satisfy quality requirements established in this Agreement or the legal acts, Softera shall remedy such defects for its own account. After the warranty period set for the performed works in the Special Conditions of the Agreement, the remedy of the defects shall be paid according to Softera hourly rates stated in the Special Conditions of the Agreement.

7.5. If Softera is unable to perform this Agreement because the Partner fails to respond to Softera requests, to provide the necessary information, or does not perform the actions within the Partner's control for more than 7 (seven) days, or if the Partner is late to pay for the works, protracts their acceptance, etc., Softera shall have the right to suspend the Agreement's performance without a notice. In this case, the performance of the Agreement shall be resumed only after the Partner corrects its performance defects and pays the fine indicated in the Special Conditions of the Agreement for renewal of Softera obligations after suspension. In this case, the terms for performance of Softera obligations shall be extended for the term of their suspension. In case of objective reasons, the terms for performance of Softera obligations may be extended reasonably for longer than suspension period. If the Agreement's performance is suspended for more than 30 calendar days in the period of 6 months, when the performance is resumed, the Parties have to review the price of the Agreement performance and other essential conditions so that they would be in compliance with the pricing and occupation of Softera at the time of renewal, and other circumstances important for the Agreement's performance.

7.6. The Party shall be relieved from performance of the Agreement and responsibility for failure to perform it if this is caused because of the decisions of management of communicable diseases and similar restrictions, or because of the circumstances beyond control of the Party that it could not foresee reasonably at the time of the Agreement's conclusion, and if it could not prevent such circumstances or their consequences (*force majeure*). When it is assessed whether specific circumstances are considered to be *force majeure* circumstances, the legal acts of the Republic of Lithuania shall be applied.

7.7. Neither Party shall be responsible for indirect losses of the other Party related to this Agreement, i.e., loss of production, business, income or prestige. Softera direct responsibility arising from this Agreement shall be

limited to the amount paid by the Partner for Maintenance and Other Services under the Agreement within the last 12 months before appearance of damage.

8. The Agreement's validity and termination

8.1. This Agreement enters into effect when it is signed and shall be valid until it is terminated or expires under the grounds provided in the legal acts, save for the provisions of this Agreement that survive the Agreement according to their nature, including the Agreement's conditions on dispute resolution, payments, and notifications of the Parties. When this term expires the Parties shall manage their confidential information and intellectual property in accordance with this Agreement and applicable legal acts.

8.2. Softera shall have the right to suspend performance of its obligations under this Agreement by a unilateral notice delivered 7 (seven) calendar days in advance if the Partner is late to perform any of its contractual financial obligations for more than 7 (seven) calendar days, violates other (not financial) obligations or performs any actions prohibited by the Agreement. Softera obligations shall be resumed when the Partner corrects the violation and pays the contractual penalty indicated in the Special Conditions of the Agreement for renewal of such obligations. In this case, no periodic payment terms shall be suspended and all the fees shall be calculated; however, Softera shall have the right to refuse providing all or part of the Maintenance and Other Services under the Agreement. If the Partner's violation continues for more than a month after Softera notice is delivered, Softera shall have the right to terminate the Agreement by a unilateral notice from the day of the notice.

8.3. The Agreement may be terminated at any time by a written agreement of the Parties.

8.4. Any Party may terminate this Agreement unilaterally, without referring to a court, if the other Party is notified thereof in writing at least 30 (thirty) days in advance in case of the essential violation of the Agreement committed by the other Party (as defined in Article 6.217 of the Civil Code of the Republic of Lithuania establishing criteria for essential violation of the contract). However, the Agreement cannot be terminated on the aforementioned ground if the Party at default remedies the situation or the committed violations before the day of termination indicated in the written notice about intended termination of the Agreement. If the Agreement is terminated because of the essential violation, the issue of compensation of the paid fees for the services of the future period (calculated from the day of the Agreement's termination) shall be settled depending on the Party that has violated the Agreement. If the Agreement was violated by the Partner, the fees shall not be compensated, and if the Agreement was terminated by Softera, the fees have to be compensated (refunded) to the Partner not later than on the day when the Agreement is terminated. If the Parties enter into additional agreements regarding installation of the Software or for other purposes, an essential violation of such associated agreements shall be regarded as an essential agreement of this Agreement.

8.5. The Partner shall have the right to terminate this Agreement unilaterally, without referring to a court, because of any reasons, notifying Softera thereof in writing at least 30 (thirty) days in advance, provided the full payment for Maintenance and other services and the Software's price has been made. In such a case, the Partner shall have to pay for all the ordered Licences and the Maintenance and Other Services (solution of Requests, Problems, Changes, etc.) provided by Softera, the provision of which was completed, but for which no payment was made, or the provision of which was started (yet not finished) – in this case, the payment shall be made for the factually provided services before the receipt of the notice about the Agreement's termination.

8.6. Softera shall have the right to terminate this Agreement unilaterally, without referring to a court, because of any reasons, notifying the Partner thereof in writing at least 90 (ninety) days in advance.

8.7. Softera shall inform the Partner about any amendments or supplements of this Agreement, including changes in the prices of Software, Maintenance and Other Services by sending an e-mail to the indicated responsible contact person.

8.8. Softera shall not be responsible for storage of the Partner's data neither in the course of the Agreement's validity not after its termination.

9. Final provisions

9.1. The Parties undertake to keep in secret any information received in the course of this Agreement that is regarded as a trade secret during the validity period of the Agreement and for 2 (two) years afterwards and not to transmit it to any third party. The trade secret shall include any documents, drawings, reports, clarifications, calculations, data, software and other written, electronic, photographic material or intellectual property if this material is related to the activities of the Parties, provision of services, business partners, suppliers and clients, technical secrets, etc. The Parties undertake not to use, not to spread, store or make the confidential information accessible to any third parties in any manner or form, save for the lawyers/ advocates representing the interests of the Parties, audit companies assigned by the bodies of the Parties, or third parties solving the Requests (if applicable) and in the cases when the duty to furnish such information is determined by imperative provisions of public law (law enforcement authorities, authorities performing financial audit of the company, business

controlling authorities, etc.), or when the transmission is necessary to perform this or other agreements appropriately. The Parties shall apply the analogous confidentiality obligations for subcontractors and users of the Software.

9.2. The Partner agrees that Softera would use the Partner's trademark and logo for marketing purposes. Such disclosure of existence of interrelations shall not be considered a violation of confidentiality or intellectual property rights.

9.3. The Parties shall solve all the disputes and disagreements by means of negotiations, the duration whereof shall always be 30 (thirty) business days after one Party makes the proposal to the other Party to negotiate. The Parties agree that negotiations shall be a mandatory pretrial mode to solve the disputes. If the attempt to solve the disputes or disagreements by the aforementioned mode, they shall be referred to the court according to Softera registered address and solved in accordance with the laws of the Republic of Lithuania.

9.4. All the notices, demands, claims and other documents under this Agreement shall be sent to registered and e-mail addresses stated in the Special Conditions of the Agreements and shall be considered as delivered properly if they are sent by registered mail, e-mail, if it is possible to identify the letter's sender and recipient or to deliver the letter to the address indicated in this Agreement otherwise. If the Party's registered address or other particulars change during the Agreement's validity period, the Party of the Agreement shall notify the other Party thereof not later than within 10 (ten) days.

9.5. If any provision of the Agreement is or becomes invalid, this shall not affect validity of the remaining provisions. In such a case, the Parties undertake to replace the invalid provision by a provision of new wording that would have as close economic and legal meaning to the invalid provision as possible.

9.6. Neither Party shall have the right to transmit or assign otherwise the Agreement and/or right or duty under the Agreement to any third party without an advance written consent of the other Party.

9.7. This Agreement is made and signed (physically or electronically) in two copies, one to each Party. Both copies of the Agreement shall have the same legal power. The e-signed document saved by the Partner and/or Softera in the durable storage medium shall be considered an original document that has the same power as the document signed physically on each page.

Partner
[name]
[job title] [Name] [Surname]

Softera
UAB "Softera Baltic"
[job title] [Name] [Surname]

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