



Crafter Partner Agreement

This Crafter Partner Agreement (“**Agreement**”) is entered into by Crafter Software Corporation, a Delaware corporation (“**Crafter**”) and the entity who signs or otherwise consents to an Addendum (defined below) referencing this Agreement (“**Partner**”). The effective date of this Agreement (“**Effective Date**”) is stated in the Addendum. This Agreement relates to the participation of Partner in the Crafter Solutions Partner Program (“**Crafter Partner Program**”) with respect to the Crafter Products (defined below). In consideration of the mutual covenants set forth in this Agreement and intending to be legally bound, the parties agree as follows:

1. Program. Partner is hereby enrolled in the Crafter Partner Program in the territory (“**Territory**”) and at the level specified in the Program Addendum signed by both parties (“**Addendum**”). Subject to the terms of this Agreement, Partner will use reasonable efforts in the Territory to (i) actively market and promote the Crafter Products; (ii) make periodic and regular demonstrations that showcase the features of the Crafter Products; (iii) establish and maintain appropriate marketing personnel to create and meet the demand for Crafter Products; and (iv) carry out the promotional and other tasks set forth in the Addendum. Partner will represent the Crafter Products accurately and fairly and at all times avoid misleading, illegal or unethical business practices. Partner will not make any claim or representation relating to the performance or functionality of the Crafter Products other than as expressly set forth by Crafter in the documentation provided by Crafter. Partner agrees to confer periodically with Crafter, at Crafter’s request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies.

“**Crafter Products**” means the Software subscriptions Crafter makes generally available for purchase. For purposes of this agreement, Crafter Community is not a Crafter Product. “**Software**” means Crafter Enterprise Edition software and any enhancements, additions, corrections, modifications, updates or upgrades to the software provided by Crafter; provided however that Software does not include third party software which may be provided with the Software. “**Services**” means the support and other agreed services to be provided by Crafter as set forth in the Addendum. “**End User**” means a customer of Partner who has acquired or is using the Crafter Products for its own personal or internal use.

2. License Grant. Subject to the terms and conditions of this Agreement, Crafter grants to Partner, and Partner hereby accepts, the following licenses.

2.1 Reseller License. Subject to the terms and conditions herein, Crafter grants to Partner, and Partner hereby accepts, a worldwide, non-exclusive, non-transferable right to (a) market and sell the Crafter Products to End Users in the Territory; (b) use the Crafter Products for demonstration purposes; and (c) use the Crafter Products for internal development and business use solely in connection with performing its obligations under this Agreement. Partner expressly agrees that it will not, directly or indirectly, distribute, install, ship or provide services related to the Crafter Products outside the Territory. If Partner receives any order or request for information about Crafter Products outside the Territory, Partner will immediately refer such order or request to Crafter. If at any time Crafter reasonably determines the laws of any country may affect Crafter’s rights adversely, or if Crafter becomes aware of any potential intellectual property claim made in respect of the Crafter Products in such country, Crafter reserves the right to suspend Partner’s right to distribute the Crafter Products or Promotional Materials in such country upon thirty (30) days prior notice. Partner’s rights with respect to such country will only be reinstated upon written notification from Crafter.

2.2 End User Agreement. Partner will require each End User to sign or otherwise assent (in a manner acceptable to Crafter) to the end user agreement currently then in effect for the Crafter Products and as updated by Crafter from time to time (“**End User Agreement**”) as a condition to the distribution of the Software to such End User. Partner will not amend or grant any waiver under the End User Agreement without Crafter’s prior written consent. If Partner becomes aware of any violation of the End User Agreement, Partner will notify Crafter immediately and assist Crafter in its efforts to enforce the terms of the End User Agreement.



2.3 Restrictions. Except as otherwise expressly provided for in this Agreement, Partner may not (a) modify the Crafter Products in any unapproved manner; (b) integrate, sell support for, bundle, or provide any other services for Crafter Community; (c) support an End User without a current subscription for the Crafter Products; (d) offer or provide training services related to Crafter Products without prior written consent of Crafter; (e) use the Crafter Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use. Should Partner desire to use the Crafter Products for Partner's own internal or production use, Partner agrees to enter into an End User Agreement and to pay the applicable subscription fee for all periods of use.

2.3 Promotional Materials. Subject to the terms and conditions herein, Crafter grants to Partner, and Partner accepts, a non-exclusive, non-transferable right during the Term to reproduce or copy the Promotional Materials as reasonably necessary for Partner to fulfill its obligations under this Agreement; provided, however, that such right does not include the right to copy any third-party copyrighted materials included in the Promotional Materials. "Promotional Materials" means any marketing collateral associated with the Crafter Products that are provided by Crafter to Partner for distribution to prospective End Users, including any authorized translations of those materials approved by Crafter in writing. All Promotional Materials and modifications to such materials will remain or become the property of Crafter. Partner agrees not to modify or use the Promotional Materials in any manner or for any purpose not permitted by this Agreement.

2.4 Trademarks. As used in this Agreement, the term "Crafter Trademarks" means the trademarks owned by Crafter. Crafter grants Partner a non-exclusive, non-transferable, worldwide, royalty-free, revocable license, with no right to sublicense, to use the Crafter Trademarks in the Territory solely to market the Crafter Products in connection with Partner's participation in the Crafter Partner Program. This license is granted only to Partner and does not extend to any of Partner's affiliated and/or subsidiary companies. All other usage of the Crafter Trademarks is prohibited. Partner agrees not to use the Crafter Trademarks in combination with any other trade name, trademark or service mark, except as stated in this Agreement, without the prior written approval of Crafter. Crafter reserves the right to terminate this Agreement as a result of any misuse by Partner of any Crafter Trademark. All uses of the Crafter Trademarks by Partner, including the goodwill therein, inure to the benefit of Crafter. Partner acquires no right, title or interest in the Crafter Trademarks or the goodwill associated with them, other than the right to use the Crafter Trademarks according to this Agreement. In accepting this Agreement, Partner acknowledges that as between Partner and Crafter, Crafter is the owner of the Crafter Trademarks and Partner agrees not to apply to register any marks that include a Crafter Trademark or any trademark, service mark, trade name or derivation confusingly similar to a Crafter Trademark, or to register any domain name containing any Crafter Trademark or a derivative or abbreviation thereof in any country or territory during or after the term of this Agreement. Partner will not challenge Crafter's registration of the Crafter Trademarks, assist any one in challenging them, or take any action in derogation of any of the rights of Crafter in them. At the request of Crafter, Partner will execute any papers or documents reasonably necessary to protect the rights of Crafter in the Crafter Trademarks and execute and deliver such other documents as may be reasonably requested by Crafter. The right to use the Crafter Trademarks will cease immediately upon the termination of this Agreement, and Partner must immediately discontinue use of the Crafter Trademarks.

3. Purchase and Payment

3.1 Fees and Invoices. Pricing, billing and invoice terms for the fees under this Agreement are set forth in the Addendum and in any Order Forms entered into between the parties (collectively, "Fees"). Partner must pay all Fees due to Crafter within thirty (30) days of the date of invoice without regard for when and whether Partner collects payment. All amounts set forth in this Agreement are exclusive of any applicable taxes and will be paid in U.S. dollars unless another currency is set forth in the applicable Addendum or Order Form.

3.2 Fulfillment. Upon Crafter's acceptance of an Order Form (the form of which will be provided by Crafter) ("Order Form"), Crafter will (a) set up an account for the End User and will provide instructions for accessing the Crafter Products to the End User, and (b) invoice Partner for the Fees for the Crafter Products. The Crafter Products are sold without return privileges, unless consented to in writing by Crafter in its sole discretion. Partner



will take orders from End Users, and Partner will be responsible for communicating with End Users about such orders.

3.3 Expenses. Any and all expenses, costs and charges incurred by Partner in the performance of its obligations under this Agreement will be borne by and paid by Partner unless Crafter has expressly agreed beforehand in writing to pay such expenses, costs or charges.

3.4 Taxes. Partner will pay to Crafter an amount equal to any Taxes arising from or relating to this Agreement, including without limitation sales, service, use or value-added taxes, which are paid or are payable by Crafter. "Taxes" means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), exclusive of any taxes based on the net income of Crafter. Should Partner be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Crafter, then the sum payable to Crafter will be increased by the amount necessary to yield to Crafter an amount equal to the sum it would have received had no withholdings or deductions been made.

3.5 Late Payment. Crafter may charge interest on any overdue Fees at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum amount allowable by law until receipt by Crafter of the full amount of Fees whether or not after judgment and without prejudice to any other right or remedy of Crafter.

3.6 Records and Audit. During the Term and for three (3) years thereafter, Partner will keep and maintain written records and accounts regarding Partner's use and sale of the Crafter Products and compliance with this Agreement. Crafter, or its independent accountants or consultants, will have the right, upon ten (10) days' written notice to Partner, to conduct an inspection and audit of all relevant facilities and records of Partner and to request and obtain copies of any such records from Partner. The inspection and audit will be conducted at Crafter's expense; provided, however, that if the inspection and audit reveals that Partner has failed to comply in any material respect with this Agreement, Partner will pay all reasonable costs and expenses incurred by Crafter in conducting the inspection and audit.

4. Intellectual Property. Crafter retains all rights not expressly granted under this Agreement (including rights under any trademarks, copyrights, patents, or other intellectual property of Crafter). Except with the prior written consent of Crafter, Partner will not (a) distribute modified Crafter Products under Crafter's trademarks; (b) remove any copyright, proprietary notice, or license information from any Crafter Products or documentation; or (c) use the Services in any manner or for any purpose not specifically permitted by this Agreement. Crafter owns and will retain all right, title, and interest in the Crafter Products and all intellectual property rights inherent therein, including, without limitation, all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase" or "sale" within this Agreement. Partner agrees that its use of the Services will be to facilitate its use of license rights and satisfaction of its obligations under this Agreement. Should Partner use the Services for any other purpose (including Partner's internal or production use), Partner agrees to report such use to Crafter, pay the applicable fee (on a pro-rata basis) for any past use and to enter into an agreement to purchase a subscription for the Services. Any unauthorized use of the Services provided hereunder will be deemed a material breach of this Agreement.

5. Term and Termination

5.1 Term. This Agreement will begin on the Effective Date and will continue for the term set forth in the Addendum ("Term") unless terminated earlier in accordance with this Agreement.

5.2 Termination. Either party may (without prejudice to any other right or remedy) terminate this Agreement at any time upon notice in writing to the other party if the other party is in material breach of the terms of this Agreement and (if such breach is remediable) does not cure such breach within fifteen (15) days of being requested in writing to do so; provided, however, that no such cure period will be required for a breach of Section 8.2 hereof or other breach that cannot be reasonably cured.



5.3 Effect of Termination of Agreement. If this Agreement is terminated for any reason or expires by its terms:

5.3.1 All rights and obligations of the parties will terminate immediately, except that the obligations of the parties under Sections 3, 4, 5.3, 5.4, 6.2, 6.3, 8, 9 and 10 will survive such termination or expiration; and

5.3.2 Partner will immediately (i) cease all promotion and demonstration of the Crafter Products, (ii) cease all use of the Crafter Trademarks, (iii) return or destroy, at Crafter's option, all printed materials containing such Crafter Trademarks, including all documentation and Promotional Materials; and (iv) remit all fees due to Crafter within five (5) days of such termination or expiration.

5.4 No Compensation. In the event of a termination of this Agreement, Crafter will have no obligation to Partner, or to any employee of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee of present or prospective sales, investments, compensation or goodwill. Partner, for itself and on behalf of each of its employees, hereby waives any rights which may be granted to it under the laws and regulations of any jurisdiction within the Territory or otherwise which are not granted to it or them by this Agreement.

6. Warranties, Limitation of Liability, and Disclaimers

6.1 General Representations and Warranties. Crafter represents and warrants that: (a) it will use reasonable skill and care in providing the Services; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; and (c) it has the authority to enter into this Agreement with Partner.

6.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CRAFTER PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CRAFTER (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CRAFTER, ITS AFFILIATES, DEALERS, PARTNERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. CRAFTER DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE CRAFTER PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. PARTNER WILL NOT MAKE REPRESENTATIONS OR WARRANTIES ON BEHALF OF CRAFTER REGARDING THE CRAFTER PRODUCTS.

6.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL CRAFTER OR ITS AFFILIATES BE LIABLE TO PARTNER OR ITS AFFILIATES FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF CRAFTER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. FOR ALL EVENTS AND CIRCUMSTANCES, CRAFTER AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON- PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT PARTNER PAID TO CRAFTER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.



6.4 Insurance. Partner will at all times during the Term and for two (2) years thereafter, at its own cost and expense, maintain sufficient commercial general liability insurance to cover the activities of Partner contemplated hereunder.

7.0 Indemnification

7.1 Defense. During the Term of this Agreement, if an unaffiliated third party initiates a legal action alleging that Partner's use of the Software directly infringes the third party's patent, copyright, trademark or misappropriates the third party's trade secret rights ("**Third Party Rights**") (such action, a "**Claim**"), then Crafter will (a) defend Company against the Claim and (b) pay costs, damages and/or attorneys fees that are included in a final judgment against Company (without right of appeal) or in a settlement approved by Crafter that are attributable to Company's use of the Software; provided that Partner (i) is current in the payment of all applicable Fees prior to a Claim or threatened Claim, (ii) notifies Crafter in writing of the Claim promptly, but in no event later than ten (10) days after receipt of the Claim, (iii) provides Crafter with the right to control and conduct the defense of the Claim with counsel of its choice and to settle such Claim at Crafter's sole discretion, and (iv) cooperates with Crafter in the defense of the Claim.

7.2 Injunctive Relief. If an injunction is sought or obtained against Partner's use of the Software as a result of a third party infringement claim, Crafter may, at its sole option and expense, (i) procure for Partner the right to continue using the affected Software consistent with this Agreement, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not available on a basis that Crafter finds commercially feasible, (iii) terminate the applicable licenses without further liability under this section and, if Partner then returns the Software that is subject to the Claim, Crafter will refund any prepaid Fees related to the affected Software.

7.3 Exclusions. Crafter will have no liability for any Claim based upon (a) use of other than the then-current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered version; (b) use, operation or combination of the applicable Software with non-Crafter programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (c) Crafter's compliance with any designs, specifications or instructions provided by Partner; (d) facts or circumstances constituting a breach of this Agreement; (e) use by Partner after notice by Crafter to discontinue use of all or a portion of the Software; (f) Partner's claim or lawsuit against a third party; or (g) any third party software. Crafter will have no obligations under this section if, as of the Effective Date, Partner has received notice of allegations of infringement or is engaged in litigation concerning the subject matter of what would otherwise be a Claim under this Agreement or with respect to a product substantially similar to the Software. This section constitutes the entire liability of Crafter, and Partner's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights and supersedes any other Crafter obligation related to the subject matter of this section.

7.4 Partner Indemnity. Partner agrees to indemnify, defend and hold Crafter harmless from and against any costs, losses, liabilities, claims, or expenses (including reasonable attorneys' fees) arising out of: any claim that any Partner product or service infringes on the intellectual property or proprietary rights of any third party, except to the extent such infringement is caused solely by the Software. For any claim arising hereunder, Crafter agrees: (a) to reasonably cooperate with Partner; (b) to notify Partner promptly in writing of the claim; and (c) that Partner shall have sole control of the defense and all related settlement negotiations.

8. Publicity and Confidentiality

8.1 Publicity. Neither party will disclose, market or advertise to third parties the terms of this Agreement (including the Fees paid hereunder) without the prior written consent of the other party. Crafter will be permitted to reference its relationship with Partner on its website, during discussions with analysts, meetings with the press, customer briefings, or in regulatory filings.

8.2 Confidentiality. During the term of this Agreement, both parties agree that (a) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (b) each will use the same degree of



care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (c) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Crafter or Company ("Disclosing Party") to the other party ("Receiving Party") during the term of this Agreement that is either (y) marked confidential or (z) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Receiving Party within thirty (30) days following the oral disclosure.

8.3 Exclusions. Confidential Information will not include information which: (a) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (b) is known to the Receiving Party at the time of disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of the Confidential Information; (d) becomes lawfully known or available to the Receiving Party without restriction from a source having the lawful right to disclose the information; or (e) is generally known or easily ascertainable by parties of ordinary skill in the business of the Receiving Party. The Receiving Party will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

8.4 Independent Development. Each party understands that the other party may develop or receive information similar to the other party's Confidential Information. Subject to the intellectual property rights of each party, (a) either party may develop or acquire technology or products, for itself or others, that are similar to or competitive with the technology or products of the disclosing party, and (b) each party is free to use (but not disclose to third parties) information which may be retained in the unaided memory of the receiving party's employees or contractors who have had access to the Confidential Information of the other party disclosed hereunder.

9. Dispute Resolution. Partner agrees to give Crafter a written description of any failures of Crafter to comply with this Agreement, and to make a good faith effort to amicably resolve any problem with Crafter before commencing any proceeding (except where urgent injunctive relief is claimed). Crafter also agrees to make a good faith effort to amicably resolve any failures of Partner to comply with this Agreement before commencing any proceedings (except where injunctive relief is claimed).

10. General

10.1 Governing Law and Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Virginia without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Client hereby consents to jurisdiction of both the state and federal courts located in the State of Virginia. In the event the Uniform Computer Information Transactions Act (UCITA) or any variation thereof is enacted, it will not apply to this Agreement, and the governing law will remain as if UCITA or the variant had not been enacted.

10.2 Notices. Notices and communications under this Agreement must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent to the respective addresses indicated on the first page hereof, using a method that provides for positive confirmation of delivery; provided that any notice or communication from Partner to Crafter includes a copy sent to: *General Counsel, Crafter Software Corporation, 1800 Alexander Bell Drive, Suite 400, Reston, VA 20191.*

10.3 Assignment. This Agreement is binding on the parties to this Agreement, and nothing in this Agreement confers upon any other person or entity any right, benefit or remedy of any nature whatsoever. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its affiliate, subsidiary or as a result of a



merger or a sale of all or substantially all of such party's assets or stock without the prior approval of the other party.

10.4 Subcontracting. Crafter may subcontract services under this Agreement without the prior approval of Partner; provided, however, that (a) subcontractors must agree to keep any proprietary information received from Crafter or Partner confidential, and (b) Crafter remains responsible to Partner for the performance of its obligations hereunder. Partner acknowledges and agrees that to provide the Services, it may be necessary for information received from Partner to be transferred between Crafter, its affiliates, and/or subcontractors, which may be located worldwide.

10.5 Independent Contractor. Partner is an independent contractor for all purposes, without express or implied authority to bind Crafter. Neither Partner nor its employees, agents or subcontractors are entitled to any employee benefits of Crafter. Partner will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties.

10.6 Force Majeure. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control, except with respect to payment under Section 3. In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. The affected party will notify the other in writing of such events or circumstances promptly upon their occurrence.

10.7 Compliance with Law and Export Controls

10.7.1 Partner represents and warrants that: (a) it has not entered into, nor will it enter into, any personal, business, or financial dealing with, or make any payment to, any directors, officers, employees, affiliates and subsidiaries of Crafter, except as specifically provided for in this Agreement; (b) no owner, principal, shareholder, officer, employee, or agent of Partner is an affiliate, official, director, officer, employee, or active member of any government; (c) Partner has not and will not, in connection with its performance under this Agreement, make or receive any payments or give or receive any gift, loans, entertainment, gratuities or other compensation in any form to or from third parties for any purpose if such would be in violation of any laws or regulations of any country; and (d) Partner has not entered into any agreement that would prevent Partner from diligently performing its obligations under this Agreement.

10.7.2 To the extent required by law or to protect the rights of Crafter, Partner will register this Agreement, at its expense, with any governmental authority requiring such registration, or with which registration is advisable, provided that Crafter will have the right to review and approve any application for registration prior to its submission to any governmental authority. At Crafter's option, Crafter may obtain such registration in its own name. At Crafter's request, Partner will withdraw any application or registration of this Agreement that it has filed.

10.8 Headings. All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation.

10.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

10.10 Waiver. The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver or forfeiture is sought to be enforced. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.



10.11 Entire Agreement. This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are superseded by this Agreement. In the event of any conflict between this Agreement, the Addendum and any order form or exhibits, this Agreement will take precedence unless otherwise expressly provided in the Addendum, order form or exhibit.

10.12 Amendment. This Agreement may not be amended, supplemented or modified except by written instrument signed by Authorized signatories of the parties hereto, which instrument makes specific reference to this Agreement.

10.13 Counterparts. This Agreement may be executed in counterparts and transmitted via email or facsimile, each of which will be deemed an original of this Agreement but all of the counterparts together will constitute one and the same instrument.

10.14 Interpretation. The parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement and that this Agreement was and will be deemed for all purposes to have been drafted by both parties. Furthermore, the parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation or construction of this Agreement.