



## OEM LICENSE AGREEMENT 2.0

This OEM agreement ("Agreement") is made between **Sazu Technologies** AS (hereinafter referred to as "**SazuTech**") and \_\_\_\_\_ (hereinafter referred to as "**OEM Company**").

**WHEREAS**, SazuTech is the owner of software products developed by Sazu Technologies.

**WHEREAS**, OEM Company is a commercial business that wishes to utilize these software products bundled or integrated with their own software products.

**NOW THEREFORE**, in consideration of the mutual covenants herein, SazuTech and OEM Company hereby agree to be legally bound as follows:

### 1 Definitions

**Agreement** shall mean this document including its appendices;

**Confidential Information** shall mean any and all written, verbal or demonstrated information provided by a Disclosing Party in connection with this Agreement;

Confidential information includes, without limitation, information relating to inventions, trade secrets, know-how, methods, processes, creations, conceptions, technologies, algorithms, other intellectual property, products, improvements, product formulae, services, finances, business plans, marketing plans, legal affairs, supplier lists, customers, customer lists and related data, potential customers, business prospects, business opportunities and the like, which relate in any manner to a Party's actual or anticipated business, its affiliates, subsidiaries, or divisions, or to its actual or anticipated areas of research and development;

**Delivery date** Shall mean the invoice issue date;

**Deployment** shall mean a software installation in a production environment;

**Developer** shall mean any person who directly or indirectly further develops the Software for OEM Company;

**Disclosing Party** shall mean a Party that discloses information to a Receiving Party;

**SazuTech** shall mean Sazu **Technologies** AS, Spanish corporation with organization No: B-97607717;

**Integrated Product** shall mean an OEM Company Product that bundles or integrates the Software;

**License** shall mean the OEM license granted by SazuTech as this document including its appendices;

**License Fee** shall mean the fee payable to SazuTech for utilization of the Software in accordance with the License;



**Major Release** shall mean substantial news and improvements, possibly redesign and refactoring of the API. Such a release is marked by a new number in the first position of the version number, for example from 2.x to 3.0;

**Minor Release** shall mean minor news and bug fixes. Such a release is marked by a new number in the Second position of the version number, for example from 3.0.x to 3.1.0;

**OEM Company** shall mean the licensee and contracting party to the Agreement;

**OEM Company Product(s)** shall mean any proprietary software product(s), application(s) or other Software solution(s) that includes SazuTech software and OEM Company makes available to its own customers And for OEM Company's internal use;

**Party** shall mean OEM Company or SazuTech individually;

**Parties** shall mean OEM Company and SazuTech jointly;

**Receiving Party** shall mean a Party that receives information from a Disclosing Party;

**Software** shall mean software products, applications or other software solutions marketed by SazuTech;

**Third Party** or **Third Parties** shall mean any other party than the Parties;

**Working days** shall mean any day (other than Saturday, Sunday or legal holiday) on which legal business can be conducted.

## **Copyright**

The Software including its source code is the property of SazuTech and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## **2 Grant of License**

i. Subject to this Agreement, OEM Company is granted a perpetual, non-exclusive and nontransferable License to install, use and sublicense the Software after purchase **of 20 licenses initially**.

ii. OEM Company may produce copies of the Software necessary for lawful backup and archival purposes. Any copy of the Software made by OEM Company in accordance with the License shall contain all the proprietary notices contained in the original copy.



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

iii. Sublicensing of the Software is only allowed when bundled or integrated with OEM Company Product(s). OEM Company is under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software by itself or with other software than OEM Company Product(s) to Third Parties. Any attempt to do so is a considered material breach of this Agreement. A specification of OEM Company Product(s) under this Agreement shall be set forth in a quote based on the OEM form from our website.

iv. OEM Company undertakes not to use the Software in any way that would compete with SazuTech during the term of this Agreement and for a period of two (2) years after termination.

v. OEM Company undertakes not to declare or give the impression that the Software in any way endorses OEM Company's own work, and not to use any titles, trademarks, labels, or logos found in the Software in OEM Company's own titles, products names, service names, or domain names.

vi. OEM Company shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in the Software found in the license-header of the code files.

vii. SazuTech reserves all rights not expressly granted to OEM Company in this Agreement. Without limiting the generality of the foregoing, OEM Company acknowledges and agrees that: (i) except as specifically set forth in this Agreement, SazuTech retains all rights, title and interest in and to the Software and OEM Company does not acquire any right, title, or interest to the Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish SazuTech's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way SazuTech's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.

viii : SazuTech shall provide a signed software to OEM Company if OEM Company wishes to upload to **Google Play** or **Apple Store**.

ix: OEM Company can use its **own logo** and rename the software to any title as per agreed by Sazu Tech.

### **3 Marketing**

OEM Company may use OEM Company's own descriptions of the functionality provided by the Software for the purposes of marketing OEM Company Product(s) in so far the descriptions are not misleading.

OEM Company shall not do anything that might misrepresent the ownership of the Software.

### **4 License Fee**

For all Software comprised by a License, OEM Company shall pay a separate License Fee. The OEM License Fee is customized.



All the license fees must be paid in advance .

## **5 Term and Termination**

The term of the License is perpetual.

Without prejudice to any other SazuTech may terminate this agreement if the other party fails to comply with the terms and conditions of this agreement.

The termination or expiration of this agreement shall not impair any license, sublicense or maintenance contract already granted by OEM Company to any end user for the Software as incorporated into an OEM Company Product.

Upon termination or expiration of this agreement, OEM Company may continue to exercise the rights granted hereunder as necessary to provide support to end users as long as OEM Company have contractual obligations to provide support for the OEM Company product.

On termination of this agreement each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. clause 11.

## **6 Delivery**

The Software is made available for download via SazuTech's website.

## **7 Support and Maintenance**

OEM Company may opt between Standard Support and Premium Support terms.

### **7.1 Standard support**

#### **i. Free Support Period**

During the first twelve (12) months after delivery date, Licensee is allowed to deploy all minor releases of the software. **Major releases are not included.** During the term of this agreement, OEM Company has full access to SazuTech's online support services as set forth on SazuTech's website. OEM Company shall also free of charge have the right to receive fifty(50) hours of technical support during the first twelve (12) months after delivery date.



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

Technical support is limited to e-mail support from SazuTech's offices during normal business hours European time, and China Central Time unless the Parties specifically agrees otherwise. SazuTech will upon OEM Company's request investigate erroneous behavior of Software, and when possible suggest corrective or work around solutions to the problems. SazuTech shall commence the work as soon as possible, but not later than one week after such request is received.

SazuTech will support the last versions of the Software for one year after release of current version. SazuTech shall however, at all times support versions of the Software that are released within 1 year from purchase

End user of OEM Company Product(s) shall not be entitled support from SazuTech.

## **7.2 Premium Support**

### **i. Premium Support Period**

During the first twelve (12) months after delivery date, if OEM Company has acquired Premium support,

OEM Company is allowed to deploy any new, corrected or enhanced version of the Software. Such enhancement shall include all minor and major releases. During the term of this agreement, OEM Company has full access to SazuTech's online support services specified on SazuTech's website.

OEM Company shall also free of charge have the right to receive hundred (100) hours of technical support during the first twelve (12) months after delivery date. Technical support is limited to e-mail support from SazuTech's offices during normal business hours (European time) and online chat support as specified on SazuTech's website.

SazuTech will upon OEM Company's request investigate erroneous behavior of the Software, and when possible suggest corrective or work around solutions to the problems. SazuTech shall commence the work as soon as possible, but not later than 36 hours of working days after such request is received.

SazuTech will support the last versions of the Software for one year after release of current version. SazuTech shall however, at all times support versions of the Software that are released within 1 year from purchase.

SazuTech will on OEM Company's request supply emergency hot fixes to the software. This will be available as patches to the latest stable version downloadable as commits on SazuTech's Client Portal. On the subsequent Maintenance release the hot fix will be applied. Extreme bug fixing will on SazuTech's assessment be supported outside the scope of this agreement.

End user of OEM Company Product(s) shall not be entitled support from SazuTech.

## **7.3 Optional Support and Maintenance**



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

After expiration of the above-mentioned 12-month period of either premium support or Maintenance, OEM Company may with yearly intervals purchase further Premium Support or Maintenance. The fee shall be based on SazuTech's current price list, unless otherwise specified agreed upon.

SazuTech may, at its own discretion, and at any time, choose to discontinue the supply of support upon notice to OEM Company, and shall in such case refund any unearned Support or Maintenance Fee(s).

## **8 Warranty**

For a period of ninety (90) days following delivery date of the Software to OEM Company (the "Warranty Period"), SazuTech warrants that the Software will perform substantially in accordance with SazuTech's specifications provided that it has been used with the appropriate and suitable technical equipment.

In the event of breach or alleged breach of this warranty, OEM Company shall promptly notify SazuTech and return the Software to SazuTech at OEM Company's own expense. OEM Company's sole remedy in such an event shall be that SazuTech shall correct the Software so that it operates according to the warranty.

This warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by SazuTech.

SazuTech warrants that it has the full and unconditional ownership of the Software. SazuTech warrants that no part of this Agreement interferes with intellectual property rights of any Third Party and that OEM Company may make full use of the License granted to it in full knowledge of the above.

OEM Company's exclusive remedy for any breach of the limited warranty is as set forth above. OEM Company is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranty.

## **9 Limitation of Liability**

Except for the warranty of clause 8 above, all Software and maintenance and support services are provided 'as it is' and may have errors or omissions.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY OEM COMPANY OR ANY



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

THIRD PARTY, IS SAZUTECH LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement shall be limited to the License Fees paid or due by OEM Company under this Agreement.

#### 10 Intellectual Property Infringements

During any term of this Agreement, if any portion of the Software is infringing any Third Party intellectual property rights and OEM Company incurs a liability or expense as a result of such holding, then SazuTech **will, not** with standing clause 9 of this Agreement, cover direct expenses incurred by OEM Company and OEM Company's further sole remedy shall be, and SazuTech will at its option: (i) obtain the right for OEM Company to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) refund all a pro-rata portion of the money paid by OEM Company for the infringing Software, where such prorated amount is determined on a straight line depreciation basis over a three (3) years period, and all of OEM Company's rights and Licenses under this Agreement shall automatically terminate.

#### **11 Confidentiality**

Each Party acknowledges that Confidential Information is proprietary and valuable to Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party. Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

Obligations of Receiving Party in Regards to Confidential Information:

ix. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted

basis and to undertake the following additional obligations with respect thereto;

x. To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.

xi. Not to duplicate, in whole or in part, any Confidential Information.

xii. Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.

xiii. Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

xiv. This confidentiality clause (clause 11) shall survive any termination of the Agreement however occasioned.

## **12 Relationship Between the Parties**

SazuTech is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

## **13 Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

## **14 Waiver**





<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

The waiver by either SazuTech or OEM Company of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of SazuTech's proprietary rights in the Software no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

### **15 OEM Company Name**

SazuTech is hereby granted the permission to use OEM Company name on the customer list on SazuTech's website unless otherwise is agreed upon.

### **16 Non-assignment**

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

### **17 Applicable Law and Legal Venue**

This Agreement shall be governed by and construed in accordance with the laws of Spain.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by arbitration before the Madrid Chamber of Commerce (MCC) that shall have exclusive jurisdiction over all disputes arising in connection with this Agreement. Arbitration shall be conducted in Madrid, before one arbitrator appointed in accordance with the MCC Rules. All arbitration shall be conducted in English. Judgment upon any arbitral award rendered in any such arbitration is confidential and may be entered in any court having jurisdiction



<http://www.sazutech.com>

**E-mail:** [info@sazutech.com](mailto:info@sazutech.com)

thereof or application may be made to such court for a judicial acceptance of award and an order of enforcement, as the case may be.

**18 Amendments**

No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties.

**By signing below, SAZUTECH and the OEM Company agree to the terms of this Agreement.**

**SAZU TECHNOLOGIES**

D/B/A: SAZUTECH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address:

Calle Ayoura 9 Bajo

46018 Valencia, Spain

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OEM COMPANY**

D/B/A :

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address:

Title: \_\_\_\_\_

Date: \_\_\_\_\_