

# TECHNOLOGY PARTNERSHIP AGREEMENT BETWEEN <a href="mailto:company\_name">company\_name</a> AND CHAR DESARROLLO DE SISTEMAS, SL (CHAR)

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Barcelona,	
Dai celella,	

This <u>TECHNOLOGY PARTNERSHIP AGREEMENT</u> effective as of this date between <FULL COMPANY NAME> ("<COMPANY COMMERCIAL NAME>") (called "PARTNER" in this agreement) located at <ADDRESS> and CHAR DESARROLLO DE SISTEMAS SL ("CHAR"), located in C/ Pablo Iglesias, 56, 1-1, 08302 Mataró, and represented by <CHAR REPRESENTATIVE>.

In this agreement, both parties establish working terms and conditions with the common objective of ensuring and enhancing the compatibility and integration between the products that are developed and/or marketed by the PARTNER and CHAR.

### Spirit of the Agreement.

PARTNER is a company that develops and/or commercializes the following products:

Product		Description
<product_name></product_name>	<product_description></product_description>	

CHAR designs, develops and markets computer software applications for the integration between the involved systems. This integration is provided through **char pmslink** software.

Both companies are interested in their business proposal and policy strategy that their products have the maximum possible degree of integration, for final users to benefit with an additional added value originated by the integrations made between both companies.

For this reason, both companies wish to formalize this agreement to facilitate the collaboration between their technical support, mutually reinforcing market strategies and promoting development and marketing of their products.

#### Scope of the Agreement.

This technology collaboration agreement is based on sharing knowledge and providing help and technical support between PARTNER and CHAR mutually, all aimed to achieve the best compatibility and functionality between the products developed or marketed by both companies and respecting the rights of both companies to exercise their business activities respectively in total, fair and free competition.



## Compromises between the parties.

CHAR commits to PARTNER to maintain in their policy of product development a permanent adaptation to the characteristics and technical requirements of the systems marketed by PARTNER that require an integrated software solution that benefits their products in their user's implementation:

- Implementing in CHAR developments, the maximum possible level of integration with the products sold by PARTNER both now and in the future.
- Providing advance technical support for testing and evaluations related to the integration and compatibility of the product of both companies, including the sending of temporary and free limited use license of CHAR products.
- CHAR will include, where appropriate, in their adaptations of their standard developments, particular, generic or specific features, recommended by PARTNER to optimize the integration and compatibility of the respective products.
- Valuing a priority of development, if any, of new products that constitute a specific added value to the current products of PARTNER.

On the other hand, PARTNER commits to CHAR to give the appropriate advance technical support to facilitate the development of the best options for the integration between the products marketed by CHAR and PARTNER:

- Enabling access to specialist technicians in PARTNER to receive support on specific aspects of the functionality of the PARTNER products that are relevant or essentials to improve the degree of compatibility between the respective products.
- Providing access to CHAR specialist technicians, under conditions of secrecy, confidentiality and use restrictions that may be used by PARTNER to the relevant technical documentation to optimize the performance of the solutions in its integration with CHAR and PARTNER products.
- Giving CHAR a free and temporal license of the products sold by PARTNER that both companies may consider necessary to make technical tests for the purpose of this agreement.

Both companies are authorizing each other to use the terms of this agreement for commercial and marketing purposes and to reproduce the distinctive intellectual property signs always mentioning the ownership rights for them.

CHAR ensures PARTNER that all developments are carried out and placed as a result of this agreement does not infringe any industrial property right, intellectual property Rights or Business secrets of others.

Intellectual authorship of the software products developed by CHAR, and also all the technical documentation and communication relating to their products that CHAR deliver to their customers is protected by copyright laws and international treaties on Copyright and other laws and treaties on intellectual property.



#### Confidentiality.

Both companies agree to treat confidentially all the information provided or obtained in the execution of this Agreement, shall not disclose during, or after the duration of this Agreement and submitting it to the same security measures that are used with confidential information from other suppliers and customers. This requirement applies equally to any employee or person, of both companies, that may have access to this confidential information.

It is understood as confidential information the information that is exchanged in writing or verbal terms, also all information identified as confidential or if it is not identified, all information that it is not generally known or not publicly available.

#### Duration.

This partnership Agreement starts on the date indicated in the heading of this document and has a validity of one year that it will be automatically extended by successive annuities. The cancellation of this agreement may be requested at any time by any of both companies, using a formal notification to such purpose, where the content of this document will no longer be applicable except for the confidential terms that will continue active indefinitely.

### Data Protection Policy.

In accordance with the provisions of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of April 27, of Protection of Personal Data (LOPD), we inform you that you are able to know our Data protection Policy in the following link: <a href="https://charpmslink.com/privacy-policy/">https://charpmslink.com/privacy-policy/</a>

Specific desistemas, s.l.

By <COMPANY\_NAME>

<PERSON>

<PERSON TITLE>

<PERSON TITLE>