

## THE QT COMPANY PARTNER PROGRAM AGREEMENT

**IMPORTANT** – THIS IS A BINDING LEGAL AGREEMENT. BY SUBMITTING THE APPLICATION TO PARTICIPATE IN THE PARTNER PROGRAM, YOU AGREE TO THE TERMS AND CONDITIONS HEREIN AND CONFIRM THAT YOU HAVE THE AUTHORITY TO DO SO ON BEHALF OF THE COMPANY OR LEGAL ENTITY YOU REPRESENT. AS A PREREQUISITE FOR THE APPROVAL OF THIS APPLICATION, A SEPARATE QT PARTNER AGREEMENT MUST BE SIGNED BETWEEN THE APPLICANT AND THE QT COMPANY.

This Partner Program Agreement is entered into between The Qt Company Oy, a Finnish company doing business under the trade name The Qt Company (“The Qt Company”) and the individual or entity designated as the “Partner” on the Partner Program Application Form (“Application”) completed in connection with this Partner Program Agreement. This Partner Program Agreement is effective only upon The Qt Company’s written acceptance of Partner’s Application (such date of acceptance is referred to as the “Effective Date”).

WHEREAS, The Qt Company is in the business of developing and selling cross platform application and UI framework development tools; and

WHEREAS, Partner desires to participate in The Qt Company Partner Program (“Program”), in accordance with the terms and conditions herein.

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

### 1. PARTNER PROGRAM POLICIES AND CO-OPERATION

As of the Effective Date, the Partner is granted a non-exclusive, non-transferable, and revocable right to announce participation in the Program and the applicable Program tier. In addition, the Partner will be entitled to promote, market, and if defined in the Partner Agreement, to solicit or to sell The Qt Company Products to potential Customers, and to offer services based on The Qt Company Products, in accordance with the terms and conditions of this Partner Program Agreement and the Partner Agreement. For clarity, the Partner shall, however, have no authority to make customer contracts on behalf of The Qt Company. Partner agrees to provide the Partner Products in accordance with the following and subject to such other written rules and guidelines as The Qt Company may establish for the Partner Program and publish on The Qt Company website from time to time:

- 1.1. Partner agrees to comply with the commitments corresponding to Partner’s valid tier as set forth in Exhibit A.
- 1.2. Program benefits are listed in Exhibit B. The Qt Company reserves the right to modify or cancel Program benefits without liability by providing at least thirty (30) days’ notice of the modification or cancellation. Any such modification or cancellation shall become effective from the beginning of the next quarter, taking into account the thirty (30) days notice period.
- 1.3. Depending on Partner Program tier, Partner may receive access to the Partner Management Portal (“Portal”) where Partner manages all Partner’s Customers and agreed co-operation content.
- 1.4. Nothing contained in this Partner Program Agreement shall prevent, limit, or restrict any party’s right to restructure or otherwise organize its business activities in whatever manner it deems appropriate. No exclusivity is granted under this Partner Program Agreement.
- 1.5. During the term of this Partner Program Agreement, Partner may identify itself as an Authorized Qt Partner and, if applicable, a reseller of The Qt Company. The Qt Company may identify Partner (and utilize Partner’s logo in connection therewith) as an Authorized partner/reseller.
- 1.6. From time to time, The Qt Company may, in its sole discretion, invite Partner to use, on a trial basis, potential new services or features that are in development and not yet available to all Partners or Customers (“Beta Products”). Beta Products may be subject to additional terms

and conditions, which The Qt Company will provide to Partner prior to Partner's use of the Beta Products. Such Beta Products and all associated conversations and materials relating thereto will be considered Confidential Information of The Qt Company and subject to the confidentiality provisions of the Partner Agreement. The Qt Company makes no representations or warranties that the Beta Products will function. The Qt Company may discontinue the Beta Products at any time at its sole discretion. The Qt Company will have no liability for any harm or damage arising out of or in connection with Beta Products.

- 1.7. The parties hereto acknowledge that, under this Partner Program Agreement, both parties process personal data on their own behalf as data controllers. Both parties shall be liable for their own compliance with applicable data protection laws. Each party shall ensure that data subjects may exercise their rights under applicable data protection laws with regard to such party's data processing activities. In case the parties process personal data on behalf of each other as processors, the parties agree to enter into a data processing agreement required under applicable laws. For clarity, Partner agrees to comply with all applicable data protection laws regarding the transmission of data exported to or from the EU or the country in which Partner resides, including without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), California Consumer Privacy Act (CCPA), and other relevant data protection laws and regulations applicable from time to time.
- 1.8. Partner is solely responsible for and agrees to comply with all applicable laws, regulations, and guidelines concerning advertising, marketing, and sales in all and any countries and regions where Partner has operations or other activities.
- 1.9. The parties hereto shall co-operate to their mutual benefit, with the aim to carry out the agreed objectives and shall keep each other informed of all essential matters relating to the co-operation hereunder. Each party will furnish the other such co-operation and assistance as may be reasonably required hereunder.
- 1.10. The terms and conditions of this Partner Program Agreement and the existence of the Partner Program Agreement shall be treated by Partner as The Qt Company confidential information.

## 2. DISCOUNT AND ROYALTY

- 2.1. In consideration of Partner's performance of the sale or soliciting of The Qt Company Products hereunder, The Qt Company agrees to pay a commission or royalty or to offer a discount in accordance with The Qt Company's current Partner Program tier as defined initially in Exhibit C hereto and later in the Partner Portal segment of <https://login.qt.io/login> or otherwise provided by The Qt Company in writing.
- 2.2. Any commission, discount, or royalty will not be payable for any activity occurring before a Partner Program Application is formally accepted. Any previously referred or pending plans, subscriptions, or transactions will be ineligible for payment.
- 2.3. Discount, commission, or royalty is paid only for the Partner's registered customers ("Registered Customer"). The prerequisite for all payments and discounts is that Partner informs The Qt Company about the potential customer by adding the customer to The Qt Company's relevant Partner Portal ("Portal"). If Partner has no access to add Registered Customers to the Portal, the Partner shall provide the company information of the customer by e-mail. The Qt Company shall inform the Partner without undue delay if the customer can or cannot be accepted.
- 2.4. For purposes of this Partner Program Agreement, a customer will be considered a Registered Customer only if:
  - 2.4.1. the potential customer is not listed as a The Qt Company contact. Commission, discount, or royalty will only be payable for any solicit or sale to a customer not listed as a customer of The Qt Company or earlier booked by another Partner.
  - 2.4.2. the new Registered Customer generates revenue within six (6) months from the date of registration; if this is not fulfilled, the customer will be removed as Registered Customer from the Portal. After the initial order, the registration is valid for twelve (12) months, and any additional revenue will automatically renew the relationship for a further period of twelve (12) months.

- 2.5. Partner agrees and acknowledges that The Qt Company's obligation to pay Partner is contingent upon The Qt Company receiving due payment from the Registered Customer or Partner.
- 2.6. Any royalty, commission, or discount shall be calculated as a percentage amount from the net Qt List Price generated from license and Subscription fees, any Renewal fees, any Upgrade or Downgrade fees, and any Qt Services that are actually paid to The Qt Company by Registered Customer or by Partner for the sale of The Qt Company Products and Services during the term of this Partner Program Agreement. For the avoidance of doubt, any Runtime or Distribution License sales are excluded from any commission, discount, or royalty payment schemes unless otherwise agreed in the Partner Agreement.  
Net Price shall mean and be calculated net without any Partner discounts, taxes payable, or refunds and shall exclude any implementation, customization, training, consulting or other professional services, or fees for third-party products or services.
- 2.7. The Registered Customer's account with The Qt Company must be in good standing at the time of payout, or any payment will be forfeited. Additionally, if any Registered Customer account is determined to be fake or fraudulent by The Qt Company in its sole discretion, all payments will be forfeited. The discount, commission, or royalty shall be Partner's sole compensation under this Partner Program Agreement, and Partner shall have no right to receive any additional commission, license fee, expense reimbursement, or other payment or compensation in connection with this Partner Program Agreement.
- 2.8. Partner shall not transfer any subscriptions, payments, or transactions to another account for the purpose of generating a commission, discount, or royalty.
- 2.9. Partner will receive payments for closed sales of Subscription licenses for as long as the Qt Company received payments from customers based on such Subscription licenses provided that this Partner Program Agreement remains in force at the time of receipt by The Qt Company of any such payments.
- 2.10. The Qt Company will pay the commissions and royalties to Partner quarterly in arrears unless otherwise agreed. Partner is responsible for providing correct payment information. The Qt Company is not liable for payments made to an incorrect bank account due to unclear banking details provided by Partner.

### 3. INDEPENDENT CONTRACTOR

The relationship between the parties hereunder is that of independent contractors. Nothing in this Partner Program Agreement shall be construed to create an agency, employment, joint venture, or partnership relationship. The use of the word "partner" or "partnership" herein does not imply or create a legal partner or legal partnership. Neither party shall have the right to incur any liabilities or obligations on behalf of the other party.

### 4. TERM & TERMINATION

The term of this Partner Program Agreement shall commence as of the Effective Date and shall continue until and unless terminated pursuant to this Section 4. Either Party may terminate this Agreement at any time for convenience, without specifying any cause, upon giving thirty (30) days prior written notice, without any liability to the other. Without prejudice to any other rights, The Qt Company may terminate this Agreement upon notice to you if you do not abide by the terms and conditions of this Agreement and do not cure the breach within thirty (30) days of notice of such breach. Upon the effective date of termination by either party, Partner's rights under this Partner Program Agreement shall immediately cease, and The Qt Company shall have no further obligations to Partner under this Partner Program Agreement. This may include the cancellation of pending or prior earned commission or royalty if The Qt Company determines at its sole but reasonable discretion they were generated falsely or fraudulently.

Upon termination of this Partner Program Agreement, (i) all rights and licenses granted to Partner shall terminate immediately, and Partner shall immediately discontinue all use of Trademarks and return to The Qt Company all materials relating to The Qt Company Products and Services that it may

possess, (ii) Partner shall immediately discontinue all sales activities in relation to The Qt Company Products and Services and may no longer identify itself as a The Qt Company reseller/partner, (iii) Partner shall promptly notify all Registered Customers of termination of this Partner Program Agreement.

## 5. NOTICE

Any notice provided pursuant to this Partner Program Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if by e-mail, upon confirmation thereof; or (iii) if by delivery service, upon such delivery. All notices to The Qt Company shall be addressed as follows:

The Qt Company Oy  
Miestentie 7  
02150 Espoo  
Finland  
E-mail: partners@qt.io

All notices to Partner shall be addressed to the address provided by Partner in its Application, which address shall be updated in writing, as needed, by Partner.

## 6. ENTIRE AGREEMENT

This Partner Program Agreement, together with Qt Partner Agreement, sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties.

## 7. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION

This Partner Program Agreement shall be governed by the laws of Finland, excluding its choice of law provisions. Any dispute, controversy, or claim arising out of or relating to this Partner Program Agreement, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English or other language agreed by the parties hereto. Partner waives any objections to venue or jurisdiction.

## 8. SEVERABILITY

If one or more of the provisions in this Partner Program Agreement are deemed void by law, the remaining provisions will continue in full force and effect.

## 9. FORCE MAJEURE

Both parties hereto shall be excused and shall not be responsible for any failure to comply with the terms of this Partner Program Agreement due to causes beyond their control or the control of their suppliers, including but not limited to war, insurrection, riot, or other civil disobedience, pandemic, quarantine restriction, labour dispute except within either party's organization, failure or delay in transportation, accidents, flood, earthquake, fire, storm, the act of any government or any agency thereof or judicial action.

## 10. ASSIGNMENT

The Partner may not assign this Partner Program Agreement without the prior written consent of The Qt Company. The Qt Company may assign this Partner Program Agreement to an affiliate or a third

party as part of a sale or transfer of its business operations pertaining to this Partner Program Agreement.

#### 11. ELECTRONIC CONTRACTING

The Qt Company and Partner desire to facilitate certain transactions pursuant to this Partner Program Agreement by exchanging documents, records, and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by The Qt Company and governed by the laws of Finland.

#### 12. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QT COMPANY OFFERS THE PROGRAM BENEFITS AS IS AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS, OR NON-INFRINGEMENT.

## EXHIBIT A

### PARTNER COMMITMENTS

Commitment	Authorized Qt Partner	Silver Partner	Gold Partner	Platinum Partner
Use The Qt Company partner logo on the partner website	The Qt Company Registered Partner logo	The Qt Company Silver Partner logo	The Qt Company Gold Partner logo	The Qt Company Platinum Partner logo
Create a page on the partner website dedicated to The Qt Company Products or Services	Optional	Optional	Required	Required
Ensure that any partner website landing pages linked to The Qt Company website pages remain unchanged until notification to The Qt Company	Optional	Required	Required	Required
Promoting Qt products to customers with webinars, blog posts, articles and/or white papers or others as agreed	Optional	3 required	6 required	>18 required
Making of a Qt QBSP demo for a board	Optional	Optional	Optional	1 required
Update Partner Portal content as relevant concerning new customers, sales numbers, and opportunities	Optional and if applicable	At least quarterly	At least every second month	At least monthly
Meeting with Qt regarding Partner Portal content and co-operation status	As agreed, suitable and if applicable	At least quarterly	At least every second month	At least monthly
When leads come from The Qt Company, do not use products from competitors without written approval	Required	Required	Required	Required
Code contributions (bug fix or new feature)	Optional	Min. 5 required for development partners	Min. 10 required for development partners	Min. 30 contributions and 20 code reviews for development partners
Certified sales personnel for selling Qt products	Optional	Min. 1 certified sales manager	Min. 3 certified sales managers	Min. 10 certified sales managers
Certified support personnel for supporting Qt products	Optional, for Q&A tools resellers 1 certified person obligatory	Optional, for Q&A tools resellers 1 certified person obligatory	Min. 1 certified person	Min. 3 certified persons
Investment in Qt ecosystem	Optional	Optional	Optional	Organizing, sponsoring, or participating in at least 1 Qt events
Partnership fee	First year free, thereafter 500€/year (excl. ad-hoc and non-commercial partners)	5.000€*	10.000€*	25.000€*

\* By exceeding the annual revenue target, the fee is reduced as agreed beforehand with your TQtC contact.

The commitments are interchangeable. Please ask your Qt partner manager about the options to change one commitment to another.

## EXHIBIT B - PROGRAM BENEFITS

Benefit	Authorized Qt Partner	Silver Partner	Gold Partner	Platinum Partner
Promotion of the partner on The Qt Company website's partner pages	X	X	X	X
Promotion of the relevant partner product(s), consultation, training, and services in The Qt Company website's partner pages	Max 50 words	Max 250 words	Max 250 words	Max 250 words, Platinum tier listing in category
Authorization to use and display The Qt Company Partner logo	Authorized Qt Partner logo	Qt Silver Partner logo	Qt Gold Partner logo	Qt Platinum Partner logo
Access to Partner Portal	Up to 1 person, TBA separately	1 person	3 persons	Up to 5 persons
Early information about beta products and pre-releases through the Partner Portal	-	X	X	X
Access to confidential information about new products and product strategy through a secure website or personalized updates	-	-	X	X
Co-marketing by promoting Qt-based products to customers (webinars, blog posts, articles and/or white papers, or others as agreed)	X	X	X	X
Opportunity for displaying demos in selected The Qt Company events	-	Limited	For selected products or services	For selected products or services
Opportunity to sponsor The Qt Company customer events	X	X	X	X
Participation discount at The Qt Company's stand in events or exhibitions	-5%	-15%	-20%	Preferred stand with separately agreed conditions
Free Product Licenses* (licenses valid as long as the partnership)	1 non-commercial license of each product, if relevant. Add. evaluation versions TBA	Up to 3 non-commercial subscription licenses of each product, add. evaluation versions TBA	Up to 6 non-commercial subscription licenses of each product, add. evaluation versions TBA	Up to 10 non-commercial subscription licenses of each product, add. evaluation versions TBA
DC QBSP Test Bench (incl. Validator)	X	X	X	X
QBSP Test Specification	X	X	X	X
Access to The Qt Company product/technical online training courses created for The Qt Company partners	Limited to onboarding and, if relevant	Limited	For relevant products/solutions	For any products/solutions
Access to The Qt Company commercial online training courses created for The Qt Company partners	Limited to onboarding and, if relevant	Limited	For relevant products/solutions	For any products/solutions
Co-marketing fund (each party)	-	Up to 1000€ by mutual approval	2000€	5000€
Support materials for partners in the Partner Portal	Limited	X	X	X
Participation in leads distribution program	-	Limited	X	X

\* For companies providing Qt training, the number of free non-commercial licenses is dependent on the number of Qt-certified trainers.



## EXHIBIT C

### PROGRAM COMMISSIONS AND ROYALTIES

Benefit	Authorized Qt Partner	Silver Partner	Gold Partner	Platinum Partner
Dealer* commission <ul style="list-style-type: none"><li>Reseller discount for the sale of Qt Developer Licenses and Qt services</li><li>Provision for annual subscriptions</li></ul>	15%	15% 5%	20% 6,65%	30% 10%
Agency** royalty for sold Qt Developer Licenses and Qt services	5%	5%	6,65%	10%
Ad-hoc*** (broker) partner royalty	2,5%	NA	NA	NA

**\*Dealer**

- Dealers – resell Qt licenses to customers
- VAR – integrates Qt in their SW- or HW -offering

**\*\*Agent**

- Gets royalties paid when a customer buys a license from The Qt Company

**\*\*\*Ad-hoc Reseller**

- Resells Qt licenses to a predefined customer, typically requested to do so by the customer