

SWrist

Smart software for Your wrist

Cooperation contract for the sale of watch faces

between (Customer – hereinafter Customer)

and (Service provider – hereinafter SWrist)

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for electrical watch faces (so called smartwatches / wearables) in Samsung App-Store (Samsung Seller Office).

1. General

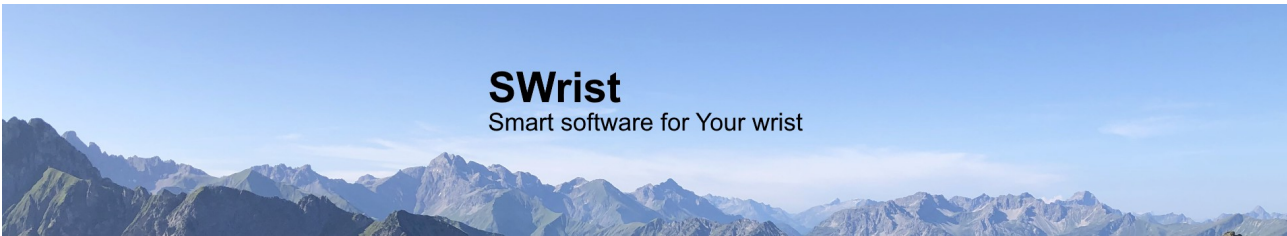
Both cooperation partners agree jointly selling watch faces in the Samsung App-Store.



SWrist hereby takes over responsibility for creation and operation of the watch faces in the Samsung App-Store with following features:

- Various standard background pictures with picture-specific time display:
 - Digital time label options:
 - Position and color
 - Font size and style (Normal, bold, italic, bold & italic)
 - Shadow effect
 - Analog time display options:
 - Dial and pointers
 - Shadow effect
- Standard background pictures can be replaced only by release of new version.
- Menu for user-specific definition of watch face-change (a.a. static, daily, hourly, ...)
 - Menu for user-specific and / or picture-specific definition of time display (24 h, 12 h with / without AM/PM information, analog)
 - Online-background picture with picture-specific digital time display. Analog time will be displayed with existing dial and pointers of standard background pictures. Online-background pictures are replaced by the next online-background picture.

(delete / add as required)



2. Subject of the contract

Following watch faces are jointly offered in Samsung App-Store:
 (e.g. Customer-Watchface, ... Summer Edition, ... Winter Edition, ... Classics, ... Legends, etc.)

Name of watch face	Number of standard pictures	Number of online pictures / year	Target price in Samsung App-Store

Additional agreements:

- There will be 1 update of the pictures of the watch-face per year
- _____
 (e.g. YouTube video, ...)

3. Term of contract

The cooperation contract is having a term of _____ years.
 The term of contract begins with the month of marketing measures are initiated by customer (see also section 5.2 – marketing measures of costumer).

The cooperation contract continuous after term of contract and can be terminated by both cooperation partners with a notice period of 4 weeks by the end of the month.

After term of contract SWrist deactivates sale in Samsung App-Store and takes over responsibility for the required services by Samsung App-Store.

4. Prices

The annual base price in the first year of contract is _____ Euros w/o tax.
 For the further term of contract the annual base price is _____ Euros w/o tax.
 The full basic price must be paid before publication.

Sales revenues:

Total amount paid out by Samsung App-Store.
 (Target price – Local taxes – Samsung App-Store commission)

Sales revenues are shared between the cooperation partners as follows

Customer: _____ %
 SWrist: _____ %

5. Cooperation / Responsibilities

5.1 until release / publication in Samsung App-Store

Tasks / Measures	Responsible
Selection of pictures incl. responsibility for compliance with copyright, image and personal rights (e.g. Art Copyright Act, GDPR, Terms and conditions of Samsung App-Store / Samsung Seller Office)	Customer
Definition of picture-specific time display (position, color, font size & style, dial, pointers). Handover in size 360 x 360 pixels.	Customer of course, SWrist will support you if required
Description for Samsung App-Store - Minimum: - English - Mandarin (simple) – if Chinese market is relevant, only Optional: - Input for watch face-specific user manual and YouTube-video (Generic user manual incl. YouTube-video provided by SWrist)	Customer
Implementation (Technical realization: programming, configuration) of watch face under consideration of affecting rules and regulations, a.a. - technical documentation - OSS check - Terms and Conditions of Samsung App-Store (Samsung Seller Office) incl. UX-Guidelines	SWrist Duration: 1-3 working days
Creation of watch-face-specific user manual for Samsung App-Store (using input from customer if available)	
Optional: Creation of watch face-specific YouTube-video	
Customer release of watch face	Customer
Release / Publishing in Samsung App-Store (Final publishing after Samsung-internal release process can not be affected by SWrist)	SWrist Duration: 1-2 working days

5.2 after release / publication in Samsung App-Store

Tasks / Measures	Responsible
<p>Marketing by customer: Integration of watch face in web-store or website</p> <p>Alternative: - Poster in area of ticket counter - Flyer (where classical watches are sold)</p>	<p>Customer</p> <p>latest 4 weeks after release in Samsung App-Store</p>
<p>Further marketing actions, e.g. promotion</p> <p>The customer supports SWrist in taking own promotion actions, e.g. by granting access rights and / or applying necessary permits</p>	<p>both cooperation partners</p>
<p>Support of end-customer (watch face buyers): Giving feedback to end-customers requests (coming via Samsung App-Store or by per e-Mail): - within 12 h at working days - within 24 h at weekends or public holidays by e-Mail, Skype or phone</p> <p>End-customer requests related to customer (e.g. customer products or services) will be forwarded to customer within mentioned reaction times</p>	<p>SWrist</p>
<p>Regular check of functionality, which may be required in case of - update of operating system by smartwatch manufacturer - customer complaints</p> <p>If required measures will be started immediately</p>	<p>SWrist</p> <p>Check: weekly</p>
<p>Regular update of watch face-information in Samsung App-Store: - add new devices / device combinations - price adjustment especially in countries with high currency fluctuation</p> <p>General price adjustments only in coordination with the customer.</p>	<p>SWrist</p> <p>monthly</p>
<p>Settlement with Samsung App-Store (usually 1 working day of month)</p>	<p>SWrist</p>
<p>Payout of sales revenue share to customer (latest 3 working days after settlement by Samsung App-Store)</p>	<p>SWrist</p> <p>min. 2x per year</p>

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6. Miscellaneous

- Both cooperation partners accept and articulated to the Terms and Conditions of Samsung App-Store (Samsung Seller Office)
- SWrist can not be charged for lost sales caused by third parties, e.g.
 - Failures / disturbance in the Samsung App-Store
 - Delays due to release process by Samsung App-Store
- The sales up to the month of start of contract remain at SWrist fully (see also section 3 - start of contract - and section 5.2 – marketing measures by customer).
- Both cooperation partners are entitled to mention the cooperation on their own website. In addition SWrist can use **one** watch face for own marketing measures. Of course, watch face-specific user manual can be used technical documentation and end-customer support (released on SWrist website).
- If parts of these terms and conditions are invalid or contradict applicable law, this shall not affect the validity of the remaining provisions. Both cooperation partners agree replacing the ineffective terms and conditions with one which comes closest to the intended purpose of the invalid or unenforceable term and condition (salvatorian clause).
- Place of Jurisdiction is Ludwigsburg (Baden-Württemberg, Germany)



7. Customer data

Account information:

Account owner: _____
IBAN: _____
BIC: _____

Contact person for payout:

Name: _____
Phone: _____
e-Mail: _____

Release of watch face:

Name: _____
Phone: _____
e-Mail: _____

Contact for end-customer requests related to customer:

Name: _____
e-Mail: _____

Place, date

Signature customer

Signature SWrist