# Memorandum of Understanding

## between

## Zontisa Smart Technology (Zontisa) and

## Potix Corporation (or Potix)

Zontisa created a low-code platform Artfacto Derem and a no-code platform SUINSIT-DISCOVERY based on ZK Products. This MOU defines the terms and conditions regarding the use of ZK products in Zontisa platforms for achieving mutual benefits.

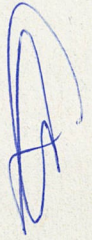## 1. Rights granted to Zontisa

1. Potix grants Zontisa a 1-year period to develop with, maintain and deploy using ZK EE, ZK Charts and Keikai Spreadsheet on its low-code Artfacto Derem platform and the no-code SUINSIT-DISCOVERY platform.
2. In the 1-year period, Potix offers 3 hours of free remote support to Zontisa to help address any urgent technical issues relating to the use of ZK products. In the event where Zontisa requires additional support, it can be purchased at a discounted rate USD $100 per hour.
3. The rights and services above are solely granted to Zontisa and their staff for implementing and maintaining the platforms. No rights in this section are granted to any 3rd party or the users of the platforms.

## 2. Use of Potix products in Artfacto Derem

1. Artfacto Derem is a ZK-powered low code platform where developers can create web applications in different technologies with minimum coding. Developer has access to the resulting source code and application.
2. There is no limitation on the use of the LGPL-licensed ZK CE for Derem users.
3. Potix allows Zontisa, for 1 year, to include ZK EE, ZK Charts and Keikai Spreadsheet evaluation copies in the Artfacto Derem for Derem users to evaluate these ZK products. In the case where the users require using ZK EE, ZK Charts, or Keikai Spreadsheet in their project, Zontisa should promptly direct users to contact Potix at info@zkoss.org to purchase required licenses. Potix will offer a 20% discount to Zontisa-referred users, and a 5% commission to Zontisa.
4. Zontisa will offer a 25% discount to Potix (ZK)-referred users.

## 3. Use of Potix products in No-Code Platform

1. SUINSIT-DISCOVERY is a ZK-powered no-code platform where users create ZK-based web applications without coding. The generated applications are hosted on Zontisa's SUINSIT-DISCOVERY platform. No source code is available for users
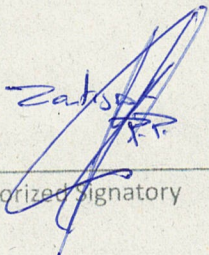
to download and access.

2. On a revenue-shared basis, Potix allows Zontisa, for 1 year, to include ZK EE, ZK Charts and Keikai Spreadsheet into the SUINSIT-DISCOVERY platform for users to build web applications.
3. Zontisa should update the no-code subscription statistics to Potix on a monthly basis or provide Potix access for checking the same. After reaching 1 year from the commencement date, Zontisa should share 5% of its revenue generated by the SUINSIT-DISCOVERY users to Potix; and full payment should be made within 1month.

## 4.  Collaboration in goodwill

1. Both parties agree to follow the terms and conditions outlined in this MOU for achieving mutually beneficial business cooperation.
2. In the event where there is any change, the changing party should inform the other party at least 90 days beforehand, and both parties should work together to see if any part of this MOU is required to accommodate the change.
3. 90-days before reaching the end of the 1-year partnership, the parties should discuss if the partnership should be extended for another year.

## 4.  Signatures

This agreement is effective starting from the date signed by both parties.

For and on behalf of
Potix Corporation

Authorized Signatory

Authorized Signatory    Authorized Signature(s)

Manuel José González López
Signatory's Name (print)

Jean Yen
Signatory's Name (print)

CEO
Title
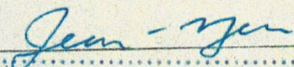
Director, Customer Care
Title

Zontisa Smart Technology
Company

Potix Corporation
Company

Date

April 15, 2020
Date