

Partner Program Agreement

This Mvix Partner Agreement (the "Agreement") is entered into by and between Mvix (USA), Inc., with its principal place of business at 43760 Trade Center Place, STE 135, Sterling, VA U.S.A. ("Mvix"), and _____
_____(“Company”) located at _____
_____.

In consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Permission:** Subject to the terms of this Agreement, Mvix hereby appoints Company, on a non-exclusive basis, as a reseller in the Mvix Partner Program. As such, Company is authorized by Mvix to purchase Mvix Products and associated Services, for resale in strict compliance with the terms and conditions of this Agreement. Company's purchase of permitted products for resale will be subject to the terms and conditions of this Agreement, as well as those of its contract with the Mvix Distributor. The services consist of Mvix consulting, training, educational, and support services associated with the Products.
2. **Company's Representations and Warranties:** Company hereby warrants and represents that it has never had a reseller agreement with Mvix, which agreement would have been terminated by Mvix for cause.
3. **Permission to Use logo:** "Licensed Logo" means the Mvix logo for Member partners, or such additional or replacement logo(s) as Mvix may provide from time to time under this Agreement, and no other logo, mark, or designation. Mvix grants to Company for the term a limited, non-exclusive, nontransferable, royalty-free, worldwide permission to use the licensed logo to refer or relate to its status as a reselling member in Mvix's Partner Program and only: (a) in the exact form provided by Mvix; (b) in pre-sale advertising and marketing materials that prominently display Company's own corporate name and logo, but not on Company or third party product, packaging, documentation, shipping containers, or other materials distributed with Products or the rendering of Services; (c) on Company's web site, as a link to the Mvix home page (www.mvixusa.com or mvixdigitalsignage.com) or to an Internet URL to be provided by Mvix; (d) in a manner less prominent than Company's own corporate name and logo; (e) in accordance with the Mvix Trademark & Logo Usage Requirements and with any graphics standards or guidelines distributed by Mvix; (f) in a manner that is truthful and not misleading, and that does not use the Licensed Logo to imply any relationship with, or endorsement or sponsorship by, Mvix that is not true; (g) in a manner that avoids disparaging statements or implications about Mvix or its products or services; (h) on materials that are in compliance with all applicable laws and governmental regulations; and (i) with the following trademark legend on the page where the Licensed Logo appears (unless Company is required to use a more specific legend by any other agreement Company may have with Mvix): "Mvix and Mvix logo are trademarks or registered trademarks of Mvix, Inc. in the U.S. and are used with permission. Company and its products/services are independent of Mvix, Inc." Company is granted no other right, title, license to or interest in the Licensed Logo, or any of Mvix's trademarks, for any purpose, and specifically is granted no right to sublicense the Licensed Logo. Company may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder. All use of the Licensed Logo and Mvix Trademarks by Company inures to Mvix's benefit.
4. **"Mvix Trademarks"** means all names, marks, logos, designs, trade dress and other brand designations used by Mvix and its related companies, including without limitation the Licensed Logo, and all marks and logos based on Mvix. Company agrees that Mvix is the sole owner of the Mvix Trademarks and all associated goodwill. Company shall not: (a) challenge Mvix's ownership or use, or the validity, of the Mvix Trademarks; (b) attempt to adopt or register any mark or logo identical or confusingly similar to any Mvix Trademarks, including without limitation any translation or transliteration thereof; (c) remove, alter or add to the Mvix Trademarks; or (d) incorporate any of the Mvix Trademarks into Company's trademarks, product names, service marks, company names, slogans, domain names, or any other similar designations for use on or in connection with computer and/or Internet-related hardware, software, technologies or services, or any other products or services likely to cause confusion with or dilute the Mvix Trademarks. If Company acquires any rights in the Mvix Trademark by operation of law or otherwise, it shall immediately assign such rights to Mvix, along with all associated goodwill. Company shall comply with the Mvix Trademark & Logo Usage Requirements referenced above. Nothing in this Agreement shall: (a) prohibit Mvix from offering to customers, directly or indirectly, products, services and/or other items that are the same or similar to those of Company; or (b) limit or restrict, in any way or manner, any right of Mvix to register, defend, protect, maintain, encumber, transfer, license, access, reference, use, exploit, enforce or practice the Mvix Trademarks in any way, anywhere in the world, for any purpose. Mvix may eliminate any jurisdiction from the permission grant if it determines, in its sole discretion that use of the Licensed Logo in such jurisdiction may subject Mvix or a third party to legal liability, or may jeopardize Mvix's rights in such jurisdiction. Company will cooperate with Mvix and take all reasonable actions required to assist Mvix to secure, protect and maintain ownership rights in the Mvix Trademarks worldwide, at Mvix's cost, including giving prompt notice to Mvix of any potential infringement thereof and cooperating with Mvix in the preparation, execution and recording of legal documents necessary to register or otherwise protect the Mvix Trademarks. Failure to comply with any of the obligations in this section will constitute a material breach of this Agreement.



5. Use of WITHOUT LIMITATION WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. MVIX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO COMPANY'S USE OF THE LICENSED LOGO, OR TERMINATION OF THIS AGREEMENT.
6. Fair Representation / Compliance with laws: Company will: (a) represent the Permitted Products fairly and will make no representations or guarantees concerning Mvix, Company's relationship with Mvix, or Mvix's products and/or services, that are false, misleading, or inconsistent with those representations set out in this Agreement, promotional materials, literature, manuals and other written materials published (including information available on the internet) and supplied by Mvix from time to time; (b) comply with all applicable laws and regulations in its activities as a Mvix Partner Member level reseller, including, without limitation, all applicable data privacy laws and regulations; (c) comply with the U.S. Foreign Corrupt Practices Act, and Company warrants that neither it nor any person representing it will make, offer, promise or authorize, directly or indirectly, any payment or transfer of anything of value to an official, representative, or employee of any governmental agency or instrumentality, any political party or candidate for public office, or make any payment to anyone who Company knows or should know will make a payment to any of the foregoing, in order to promote or retain business. Without limiting the materiality of other breaches of this Agreement, failure to comply with any of the obligations in this section will constitute a material breach of this Agreement.
7. Compliance Records and Audits: Company agrees to maintain records of its compliance with this Agreement, including, but not limited to, the permission granted by Mvix for the use of the Licensed Logo under this Agreement. Company also agrees to maintain records of its compliance with Export Laws as well as the following: (i) identification and serial numbers of any Products or other Mvix technologies exported and re-exported (actual or planned); (ii) origination and destination entities and locations with respect to the actual or planned exports and re-exports and the dates thereof. Mvix or its independent audit firm may, upon reasonable notice, request, access, examine and audit the records, systems and facilities of Company to ensure compliance with this Agreement (no more than one time per year unless Mvix has evidence indicating Company is in breach or non-compliant) to the extent necessary to determine Company's compliance with Mvix's Licensed Logo permission grants, Company's compliance with Export Laws, and Company's compliance with the Purchase and Resale Restrictions of this Agreement. Any audit will be performed with Mvix giving Company written notice reasonably in advance and such audits will be conducted during Company's regular business hours and in a manner that avoids unreasonable interference with Company's business operations. All information obtained from Company pursuant to this section will be subject to confidentiality, security and privacy obligations to which Company is legally bound (which shall be made available to Mvix in hard copy).
8. Publicity: Mvix may use Company's name in promotional materials, including press releases, presentations and customer references regarding the sale of Permitted Products. These permissions are free of charge for worldwide use in any medium. Mvix will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.
9. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MVIX AND ITS SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, PROCEEDING OR ACTION BROUGHT AGAINST MVIX ALLEGING LIABILITY I) ON THE BASIS OF THE MARKETING, ADVERTISING, DISTRIBUTION, EXPORT, OR SALE, OR THE USE BY ANY ENTITY, OF ANY COMPANY MATERIAL USING OR BEARING THE LICENSED LOGO, OR II) ANY NEGLIGENT ACTS AND/OR OMISSIONS OF COMPANY AND ITS EMPLOYEES OR AGENTS. HOWEVER, COMPANY SHALL NOT BE OBLIGATED TO DEFEND MVIX ON ACCOUNT OF ANY CLAIM ARISING OUT OF TRADEMARK INFRINGEMENT BASED ON ITS USE OF THE LICENSED LOGO, EXCEPT TO THE EXTENT THAT SUCH CLAIM ARISES OUT OF COMPANY'S BREACH OF THIS AGREEMENT. COMPANY SHALL NOT COMMENCE ANY ACTION REGARDING THE LICENSED LOGO WITHOUT MVIX'S PRIOR WRITTEN CONSENT.
10. Injunctions: Company acknowledges that its material breach of the obligations in this Agreement would cause irreparable harm to Mvix for which damages would not be an adequate remedy. In the event of such breach, in addition to its rights and remedies otherwise available at law, including, without limitation, the recovery of damages for breach of this Agreement, Mvix shall be entitled to: (a) immediate equitable relief, specifically including, but not limited to, both interim and permanent restraining orders and injunctions; and (b) to such other and further equitable relief as the court may deem proper under the circumstances.
11. Term and Termination: This Agreement shall have a term of one (1) year from the Effective Date unless earlier terminated as provided below (the "Term"). This Letter of Authorization shall automatically renew for successive one (1) year terms unless either party provides Notice to the other party at least thirty (30) days prior to any term's expiration of an intent not to renew. This Agreement may be terminated: (a) by Mvix at any time and without cause, upon ninety (90) calendar days' notice to Company; (b) by Mvix effective thirty (30) calendar days after notice to Company of termination for breach of any provision of this Agreement if such breach has not been cured within such thirty (30) day period, or immediately upon notice of termination if no cure is reasonably possible; (c) by Mvix immediately upon notice to Company if any Company product or services have been found to be defective or substandard by any government agency or court; (d) by either party immediately upon notice to the other party if either party reasonably determines that adverse publicity concerning the other party or concerning Company Services may harm the reputation of the terminating party, or the Mvix Trademarks; (e) by Mvix immediately upon notice to Company if Company, personally or through another individual or entity, takes any action inconsistent with Mvix's sole legal and beneficial ownership of any of the Mvix Trademarks; (f) by Mvix immediately upon notice if Company, personally or by means of third parties (i) breaches the Export Laws and related obligations under this Agreement; (ii) resells Permitted Products in breach of the rules in this Agreement; (iii) is involved in the marketing and sales of Mvix equipment, software or services that are not Permitted Products or Services, without having a valid contract with Mvix for that purpose. Upon termination or expiration of this Agreement, Company must immediately cease all use of the Licensed Logo. Company acknowledges and agrees that Mvix Distributors are only authorized by Mvix to sell Permitted Products to those entities that have entered into a Mvix Partner Advantage Reselling Member Permission Agreement with



Mvix. Company therefore accepts and understands that upon termination of this Agreement Mvix will notify Company's Mvix Distributor of such fact, whereupon such Mvix Distributor shall no longer be authorized to sell Mvix Products to Company.

12. THIS AGREEMENT SHALL BE GOVERNED BY LAW OF COMMONWEALTH OF VIRGINIA AND CONTROLLING U.S. FEDERAL LAW, AND THE CHOICE OF LAW RULES OF ANY JURISDICTION SHALL NOT APPLY. ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS, AS APPLICABLE, LOCATED IN THE COUNTY OF FAIRFAX, VIRGINIA, AND THE PARTIES HEREBY SUBMIT EXCLUSIVELY TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration of this Agreement. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement; to be effective a waiver must be in writing and signed by the waiving party. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. If any provision of this Agreement is held invalid by any competent authority, such invalidity will not affect the enforceability of other provisions, and in such event, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose. This Agreement is the parties' entire agreement relating to its subject matter, and it may not be modified unless in writing signed by an authorized representative of each party. The Company designated below hereby executes and agrees to be bound by the terms and conditions of this agreement through its authorized representative, whose name appears below.
13. Mvix Offers two levels of Technical Support with its products; [Standard Support and Premium Support](#).
 - a. **Standard Support** is a three layered support system which includes:
 - i. 24/7 Level 1 Phone Support (866.310.4923 option 2),
 - ii. Web-Based Helpdesk Ticketing System (www.mvixusa.com/support), and an
 - iii. Online Knowledgebase of Frequently Asked Questions/Resolutions
 - b. Standard includes an ESTIMATED response time of 12 hours for web-tickets, ESTIMATED response from Level 2 Technician of 12 hours (when support ticket escalation is required) and utilizes a standard RMA (return material authorization) process, with an estimated turn-around time of 15 business days from the receipt of the defective player.
 - c. **Premium Support** includes everything outlined in Standard Support with the following additions:
 - i. ESTIMATED Response Time of 5 hours for web-tickets,
 - ii. ESTIMATED response from Level 2 Technician of 5 hours (when support ticket escalation is required),
 - iii. Cross Shipment of RMA (return material authorization) – Mvix will send new player to location with return label, defective player must be returned within 30 days
 - iv. Extension of standard one (1) year Media Player warranty for the duration of premium support agreement, up to a maximum of three (3) years

** Products not listed on the partner pricelist are not available for resale without Mvix's approval. Discount structures of such products and services to be approved at the time of purchase. Please contact your solutions consultant for details **

** The Mvix Vizon Signage System reseller software suite is only applicable with White Label services. **

COMPANY	Mvix (USA), Inc.
Sign: _____	Sign: _____
Name: _____	Name: <u>Mike Kilian</u>
Title: _____	Title: <u>Senior Solutions Consultant</u>
Date: _____	Date: <u>6/2/14</u>

