

Indirect Channel Partner Agreement

This Agreement is made and entered into by and between Edimax and the company who has successfully completed the Edimax partner certification program and been authorized as Edimax indirect channel partner ("**Indirect Channel Partner**"). For purposes of this Agreement, Edimax is defined as **Edimax Computer Company**, a company incorporated and existing under the laws of California, having its registered office at 3350 Scott Blvd., Bldg.15 Santa Clara, CA 95054, USA. Edimax and Indirect Channel Partner collectively referred to hereinafter as the "Parties" and each individually as a "Party".

Accordingly, the Parties agree as follows:

Indirect Channel partner warrants and represents that the individual accepting this Agreement is authorized to execute this Agreement as of the date of acceptance and has the full power to carry out its obligations under this Agreement.

INDIRECT CHANNEL PARTNER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE AGREEMENT IS EFFECTIVE UPON INDIRECT CHANNEL PARTNER'S ACCEPTANCE.

BACKGROUND

- A. Indirect Channel Partner desires to be appointed as a channel partner to (i) Resell Products to End User, and/or (ii) Resell one or more of Services to End User without Added Value, and/or (iii) integrate its certain Added Value into a specific Service and provide such service to End User;
- B. Edimax desires to so appoint Indirect Channel Partner, upon the terms and conditions of this Agreement;
- C. Accordingly, in consideration of the foregoing, the mutual covenants and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1. Definitions

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter.

Added Value shall mean the non-Edimax portion of Indirect Channel Partner's total solution, which Indirect Channel Partner provides to End Users.

Business Day(s) shall mean week days excluding any public holidays in the Territory.

Certified Service Partner ("CSP") shall mean a legal entity that has sufficient ability and resources to meet Edimax business requirements, has passed Edimax partner certification program and has been authorized as Edimax certified service partner, providing Services directly to End User.

Confidential Information shall mean all financial, business and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to as a result of discussions leading up to the Agreement and throughout the Term.

Distributor shall mean the entity as specifically authorized and appointed by Edimax that purchases Products and/or Services directly from Edimax and distributes them to Indirect Channel Partner with Edimax's permission within the Territory.

PARTNER PORTAL shall mean Edimax computer software system with the address at: http://us.edimax.com/edimax/member/member_login/data/edimax/us/mvp_program/ including all content posted thereto. It is developed for Edimax authorized channel partner (including but not limited to Indirect Channel Partner) to log on to process applicable and permitted activities to meet daily business requirements. Any reference to the Partner Portal refers to the then-current content made available to Edimax authorized channel partner. Edimax authorized channel partner is aware and acknowledges that the information generated from partner portal is authentic and valid.

Effective Date shall mean the date in which Agreement was accepted by Indirect Channel Partner on Partner Portal by checking on "Accept" box.

End User shall mean the final purchaser or licensee that has acquired Products and/or Services for its own Internal Use only and not for Resale.

Edimax Material shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, databases, reports, drawings and other similar work products.

Edimax Website shall mean Edimax Computer Company Official website: <http://us.edimax.com>

Intellectual Property Rights shall mean patents, rights to inventions, copyright and related rights, Trademarks, trade names and domain names, rights in goodwill, rights in designs, rights in computer software, database rights, rights in Confidential Information (including but not limited to know-how and trade secrets), inventions and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection whether arising by operation of law, contract, license or otherwise, and which subsist or will subsist, now or in the future, in any part of the world.

Internal Use shall mean internal use of Products and/or Services for an End User's business purposes, which is distinguished from the definition of Resale below.

Non-Genuine Product(s) shall mean any and all products: (i) to which a Edimax trade name or Trademark has been affixed without Edimax's written consent; (ii) that have not been manufactured by Edimax or by a licensed manufacturer of Edimax in accordance with the applicable license; (iii) are produced with the intent to counterfeit or imitate a genuine Product, or (iv) Products where any form of copyright notice, Trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.

Product(s) shall mean any hardware, Software and related documentation supplied by Edimax through Distributor to Indirect Channel Partner.

Resale shall mean transfer of title to Products, the license of Software to an End User for End User's internal use, and/or the sale of Services to End User or to a financial intermediary such as a leasing company where the Products and/or Services are used by End User. All references to "Resell(s)" herein shall mean to engage in "Resale".

Service(s) shall mean any maintenance, design, implementation, or any other services provided or to be provided by Edimax as set forth at URL Address <http://us.edimax.com/edimax/download/download/data/edimax/us/download/>

Software shall mean the machine readable (object code) version of computer programs developed or marketed by Edimax and related documentation for which Edimax grants licenses for use.

Territory shall mean the geographic location(s) where Indirect Channel Partner is located and/or the geographic location(s) where such Indirect Channel Partner is certified and authorized to provide Products and/or Services. The Territory for this Agreement is United States.

Trademark(s) shall mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols that are or have been developed and used by Edimax or any of its affiliates anywhere in the world and which Edimax owns or has the right to use in the Territory.

Unauthorized Product(s) shall mean any genuine products that Indirect Channel Partner purchases or acquires from, either directly or indirectly, any party other than Edimax or Distributor within the Territory, or Resells to any party other than an End User. Unauthorized Product(s) do not include Non-Genuine Product(s).

ARTICLE 2 AUTHORIZATION AND PURCHASE/RESALE RULES

2.1 Authorization

- a. During the Term of this Agreement, Edimax hereby appoints Indirect Channel Partner on a non-exclusive, non-transferable and revocable basis as an authorized channel partner to purchase Products and/or Services from Distributor and to (i) market and Resell Products to End User, and/or (ii) market and Resell one or more of Services without Added Value to End User, and/or (iii) integrate its certain Added Value into a specific Service as partner-branded service ("Partner Branded Service") and provide such Products, Services and/or Partner Branded Service to End User in the Territory. If applicable, should the specific Indirect Channel Partner become or is already certified as Edimax CSP, the Service types the Indirect Channel Partner may sell and/or Resell shall be subject to the Indirect Channel Partner final status which is determined by Service partner type, star level it achieves and other requirements set forth in the Partner Portal;
- b. Subject to Edimax's then-current channel policies as updated from time to time and Edimax's right to review and approve and Indirect Channel Partner's Added-Value, Indirect Channel Partner may integrate Products and/or Services with its Added Value as a part of the total solution to End Users. When Indirect Channel Partner integrates its certain Added Value into a specific Service and provides Partner-branded Service to End User, Indirect Channel Partner shall market Partner-branded Service under its own brand. Under this circumstance, Edimax shall only be liable to Indirect Channel Partner for that specific Service. Indirect Channel Partner further agrees that End User understands that Indirect Channel Partner is providing Partner-branded Service as its own proprietary service, and as such, any obligations and liabilities arising out of Partner-branded Service shall be borne by Indirect Channel Partner.

2.2 Purchase/Resale Rules

- a. In order to procure Products and/or Services, Indirect Channel Partner may be required by Distributor to enter into other agreements with such Distributor (Sales Agreement). Indirect Channel Partner acknowledges and accepts that each Distributor is an independent Party with no power to act on behalf of Edimax in any manner. Except to the extent that such agreements expressly identify Edimax as a third party beneficiary of the agreement, such agreement(s) will be considered executed only between Indirect Channel Partner and Distributor. Indirect Channel Partner further acknowledges and accepts that any agreement concluded by Indirect Channel Partner and Distributor shall not constitute agreement(s) with Edimax. The prices Indirect Channel Partner pays for Products and/or Services will be set unilaterally by Distributor;
- b. Indirect Channel Partner shall not solicit Products and/or Services orders, engage salespersons, or establish warehouses or other Resale centers outside of the Territory, and shall only Resell to a third party in its capacity as an End User;
- c. Indirect Channel Partner shall not market, solicit orders or Resell any Non-Genuine Products, Unauthorized Products, and/or any second-hand Products without the prior written consent of Edimax;

- d. Indirect Channel Partner acknowledges and agrees that it will follow all applicable channel policies released by Edimax and understands that those channel policies are subject to change from time to time.

ARTICLE 3 OBLIGATIONS AND BENEFITS

3.1 Indirect Channel Partner's Obligations

- a. to provide Edimax, upon request, with sufficient, free and safe access to its facilities;
- b. to grant Edimax the right to inspect its services to End User at a mutually convenient time;
- c. to retain records of all transactions of Products and/or Services for a period of three (3) years from the closing date of each such transaction and to assist Edimax in tracing and locating Products and/or Services;
- d. to comply with all terms and conditions regarding Software; including not detaching Software from Products where they are sold together, and to provide them to End User the same way as Distributor provides to Indirect Channel Partner;
- e. not to make any commitment beyond what is authorized by Edimax, including but not limited to Products warranties;
- f. to regularly inform Edimax of any requirements under any Applicable Laws that directly or indirectly affect this Agreement, the use, Resale and/or sale of Products and/or Services, or Edimax's Trademarks or other commercial, industrial or Intellectual Property Rights, including but not limited to, certification or approval of the Products and/or Services from the proper authorities in the Territory;
- g. to promptly notify Edimax in writing (unless precluded by law or regulation) of any material change or anticipated change in its financial condition, organizational or business structure, or its operating environment, and to provide Edimax and Distributor its latest information, including its annual financial statements and auditor's report.

3.2 Indirect Channel Partner's Benefits

Subject to Indirect Channel Partner's compliance with its obligations under this Agreement, Indirect Channel Partner shall be entitled to the following benefits from Edimax:

- a. Indirect Channel Partner will be certified and granted authorization by Edimax, which can facilitate the Resale and/or sale of Products and/or Services to End User within the Territory;
- b. Indirect Channel Partner shall have Indirect Channel Partner-level access to and use of the information and toolkit on Edimax Website, and shall have the right to log into the Partner Portal, provided Indirect Channel Partner's use of such information and toolkit, and logon activity is subject to terms of Use on Edimax Website, Terms and Conditions of Partner Portal and the Confidentiality obligations;

- c. Upon Edimax's approval and/or notice, Indirect Channel Partner may attend training sessions regarding Products and/or Services provided by Edimax;
- d. Upon Edimax's approval and/or mutual agreement, Indirect Channel Partner may have access to additional support for various marketing activities from Edimax.

ARTICLE 4 TERM AND TERMINATION

4.1 Term

This Agreement is valid for one (1) year from the Effective Date (the "Term", including each of its renewal or extension), unless terminated earlier in accordance with the provisions of this Agreement or extended by mutual written agreement at least thirty (30) days prior to the expiration date. This Agreement will be automatically renewed for subsequent one (1) year terms.

4.2 Termination

- a. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b. During the Term, Edimax may terminate this Agreement:
 - i. For convenience, upon no less than thirty (30) days prior written notice to Indirect Channel Partner;
 - ii. If Indirect Channel Partner commits a material breach of the Agreement and fails to cure such breach after thirty (30) days written notice of the breach;
 - iii. If Indirect Channel Partner becomes bankrupt or is the subject of proceedings for liquidation or dissolution or ceases to carry on business or becomes unable to pay its debts as they come due, or, ownership or control of Indirect Channel Partner is acquired by a person, firm or company that manufactures or sells (directly or indirectly) products and/or services that compete with the Products and/or Services or there is any other material change in the ownership of Indirect Channel Partner that Edimax considers to be detrimental to Edimax's interests;
 - iv. Indirect Channel Partner infringes any of Edimax's Confidential Information and Intellectual Property Rights, including any failure to comply with **ARTICLE 5** and **ARTICLE 6** of this Agreement.
- c. During the Term, Indirect Channel Partner may terminate this Agreement if Edimax commits a material breach of the Agreement and fails to cure such breach after thirty (30) days written notice of the breach

4.3 Effect of Termination

- a. Indirect Channel Partner shall return to Edimax all Confidential Information supplied by Edimax, shall not make any further use of any of Edimax's Intellectual Property Rights;

- b. Indirect Channel Partner shall cease to represent in any way that it is an authorized Indirect Channel Partner of the Products and/or Services, and shall discontinue any benefits from anywhere as Edimax Indirect Channel Partner.

ARTICLE 5 CONFIDENTIALITY

5.1 In the event that Indirect Channel Partner receives Confidential Information from Edimax, Indirect Channel Partner shall protect that Confidential Information using the same degree of care as it uses to protect its own sensitive business information, but not less than a reasonable degree of care, and shall not disclose such information to any third party without Edimax's prior written consent. Indirect Channel Partner shall only use such information in connection with the promotion, Resale and/or sale of Products and/or Services. Except as expressly provided in this Agreement, neither Edimax nor Indirect Channel Partner will issue press releases or make other public announcements that identify Indirect Channel Partner as an authorized or registered Indirect Channel Partner without the express written consent of the other Party. In addition, Indirect Channel Partner shall at no time (nor cause any third party to) take any action, publish or otherwise communicate anything which is or may be detrimental to the business reputation of Edimax.

5.2 The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, this ARTICLE 5 and all obligations hereunder shall survive for a period of five (5) years from the date of termination; except in respect of Software and trade secrets under Applicable Laws, where such obligations shall be perpetual.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

6.1 During the Term of this Agreement, Indirect Channel Partner has a limited, non-exclusive, revocable license from Distributor to Resell to End User located in the Territory all proprietary rights embodied or contained in any Products and/or Services. The Products and/or Services are subject to license terms which impose additional restrictions on the use, copying, or Resale of Software.

6.2 Indirect Channel Partner acknowledges that, except as provided in ARTICLE 6.1 above, it shall not copy Software for the benefit of, or Resell any Software to, any other person or entity.

6.3 Indirect Channel Partner acknowledges and accepts that any and all of the Intellectual Property Rights pertaining to Products, Services and/or Software of Edimax are and shall remain the property of Edimax or its licensors. Indirect Channel Partner will not during the Term or at any time after the expiration or termination of this Agreement have a claim or right in any Trademark, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or in the future by Edimax. Indirect Channel Partner also acknowledges that Intellectual Property Rights belonging to Edimax or its licensors can only be used in accordance with the Articles of this Agreement.

6.4 In no event shall Indirect Channel Partner modify, reverse engineer, decompile or disassemble Products, Services and/or Software.

6.5 Indirect Channel Partner shall not remove, alter, or destroy any form of copyright notice, Trademark, logo, or confidentiality notice provided with any Products and/or Services.

6.6 Indirect Channel Partner shall not copy or Resell any item of Software without Edimax's prior confirmation in writing.

6.7 Indirect Channel Partner may not knowingly do anything that might in any way materially infringe, impeach or lessen the value of the patents or Trademarks under which any of Products and/or Services are sold and will not do anything that might prejudice the reputation or sale of any Products and/or Services.

ARTICLE 7 INDEMNIFICATION

7.1 Edimax will have the obligation and right to defend and will indemnify Indirect Channel Partner from any claim, suit or proceeding brought against Indirect Channel Partner so far as it is based on a claim that any Product supplied by a Distributor infringes an United States copyright, or an United States patent. Edimax will indemnify Indirect Channel Partner solely against final judgments entered in such a suit by a court of competent jurisdiction or proceeding and against settlements arising out of such a claim, suit, or proceeding. Edimax's obligation specified in this paragraph will be conditioned on Indirect Channel Partner's notifying Edimax promptly in writing of the claim known to Indirect Channel Partner and giving Edimax full authority, information, and assistance (at Edimax's cost) for the defense and settlement thereof. If such claim has occurred, or in Edimax's opinion is likely to occur, Indirect Channel Partner agrees to permit Edimax, at its option and expense, either to: (a) procure for Indirect Channel Partner the right to continue using the Product; or (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Edimax's obligations (and Indirect Channel Partner's rights) under this Agreement with regard to such Products, and if Indirect Channel Partner returns such Product to Edimax refund to Indirect Channel Partner the price originally paid by Indirect Channel Partner to the Distributor for such Product as depreciated or amortized on a five (5) year straight-line basis.

7.2 Edimax has no liability for, and Indirect Channel Partner will indemnify Edimax against, any infringement claim based upon: (a) the combination, operation, or use of any Product supplied by a Distributor with equipment, devices, or software not supplied by Edimax to a Distributor that is supplied by Indirect Channel Partner; (b) alteration or modification by Indirect Channel Partner of any Product supplied by a Distributor; or (c) Edimax's compliance with Indirect Channel Partner's designs, specifications, or instructions at the specific request of Indirect Channel Partner.

7.3 Notwithstanding any other provisions hereof, Edimax shall not be liable for any claim based on Indirect Channel Partner's use of the Products as shipped after Edimax has informed Indirect Channel Partner of modifications or changes in the Products required to avoid such claims and

offered to implement those modifications or changes, if such claim would have been avoided by implementation of Edimax's suggestions.

7.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF EDIMAX AND THE EXCLUSIVE REMEDY OF INDIRECT CHANNEL PARTNER, WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS. THE FOREGOING IS GIVEN TO INDIRECT CHANNEL PARTNER, SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND EDIMAX DISCLAIMS, ALL OTHER WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

ARTICLE 8 WARRANTY AND WARRANTY DISCLAIMER

8.1 Edimax provides limited warranties of Products for End Users as described in URL Address: website to be designed (TBD)., for third party products are subject to original manufacturer's warranty.

8.2 ALL SOFTWARE IS PROVIDED "AS IS". EDIMAX DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT EDIMAX WILL CORRECT ALL PROGRAM ERRORS.

8.3 AS TO SOFTWARE ONLY, FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND EDIMAX'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF EDIMAX CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, EDIMAX WILL REFUND THE FEES PAID TO THE DISTRIBUTOR FOR THE SOFTWARE LICENSE.

AS TO PRODUCTS EXCEPT FOR SOFTWARE, FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND EDIMAX'S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT EDIMAX'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE NET BOOK VALUE OF THE DEFECTIVE PRODUCT.

THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESSED WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

8.4 No warranty will apply to the Products which have been:

- a. modified, altered or adapted without Edimax's written consent (including modification by removal of Edimax serial number tag on the hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any unauthorized third party without Edimax's prior consent;
- d. improperly installed by any service provider other than Edimax.
- e. relocated to the extent that problems are attributable to such relocation;
- f. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- g. purchased from any entity other than Distributor;
- h. considered defective or damaged as a result of normal and customary wear and tear.

ARTICLE 9 LIMITATION OF LIABILITY

9.1 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IF INDIRECT CHANNEL PARTNER ORDERED PRODUCTS AND/OR SERVICES THROUGH A DISTRIBUTOR, EDIMAX'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES THAT INDIRECT CHANNEL PARTNER WOULD HAVE PAID TO EDIMAX UNDER THIS AGREEMENT HAD INDIRECT CHANNEL PARTNER ORDERED DIRECTLY FROM EDIMAX FOR THE PAST THREE (3) MONTHS, AND IF SUCH DAMAGES RESULT FROM INDIRECT CHANNEL PARTNER'S RESALE AND/OR SALE OF PRODUCTS AND/OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THAT INDIRECT CHANNEL PARTNER WOULD HAVE PAID EDIMAX FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES GIVING RISE TO THE LIABILITY HAD INDIRECT CHANNEL PARTNER ORDERED DIRECTLY FROM EDIMAX. THIS LIMITATION IS CUMULATIVE AND NOT PER-INCIDENT.

9.2 IN NO EVENT SHALL EDIMAX BE LIABLE TO INDIRECT CHANNEL PARTNER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, GOODWILL OR ANTICIPATED SAVINGS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF EDIMAX HAS BEEN ADVISED OF THEIR POSSIBILITY THEREOF.

ARTICLE 10 EXPORT AND IMPORT CONTROL

10.1 Edimax Products, technology and Services are subject to United States and local export control laws and regulations. Indirect Channel Partner shall comply with and shall ensure its affiliates to comply with all applicable national export control laws, rules and regulations as well as United Nations Security Council resolutions and international treaties (collectively "Export Control Laws") governing the use, export, re-export, and transfer of the Products and technology. Indirect Channel Partner certifies that none of the Products, Services, or technical data supplied by Edimax or its Distributor will be knowingly sold or otherwise transferred to, or made available for use by or for, any

government or military end-users or in any government or military end-use located in or operating under the authority of any country not identified in Supplement No. 1, Country Group A:1 to Part 740 of the EAR without US or other country's export authorizations. Indirect Channel Partner further certifies that none of the Products, Services or technology will be knowingly sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or is otherwise restricted from receiving Products without US or other country's export authorization or to any end user that is designated on any US government agency's US Denied Persons List.

10.2 Indirect Channel Partner will keep records of sales, imports, exports and re-exports of Products, Services and technology in accordance with its record retention policy but for no less than six (6) years.

10.3 Indirect Channel Partner shall comply with and shall ensure its affiliates comply with all applicable United States and other national Customs import and other trade and tax related laws and regulations. Indirect Channel Partner shall comply with the Trade Agreement Act (the "TAA") and other country's similar laws, rules or regulations any time Products or Services are sold to an End User that is identified as a US government entity or other non-US government entity.

10.4 Notwithstanding anything else in this Agreement, Indirect Channel Partner shall indemnify, defend and hold Edimax harmless for violation under this **ARTICLE 10**.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 In connection with the purchasing, Resale and/or sale of Products and/or Services, or otherwise in carrying out its obligations and responsibilities under this Agreement, Indirect Channel Partner represents and warrants the following:

- a. Indirect Channel Partner shall comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including, without limitation, such laws and regulations related to recycling or take-back programs for packaging, Resale and/or sale of Products and/or Services, the use of Products and/or Services under telecommunications laws/regulations, protection of user's privacy and personal data and all applicable anti-corruption laws. (collectively, the "**Applicable Laws**");
- b. Indirect Channel Partner shall be solely and exclusively responsible for effecting or securing at its own cost all necessary authorizations, permits, licenses and registrations (collectively, the "**Consents**") required by all Applicable Laws in connection with the execution or performance of this Agreement including the purchase, Resale and/or sale of Edimax Products and/or Services in the Territory and providing Edimax with copies thereof upon Edimax's request; Without limitation to the generality of the foregoing such Consents shall be obtained from users, governmental and regulatory bodies; and shall not violate any Applicable Laws, End User's privacy/personal data and any other policies or agreements it may have with End Users. Indirect

Channel Partner acknowledges that Edimax is relying on its compliance with the Applicable Laws to legally provide the Products and Services and no provisions in this Agreement shall cause or be construed to cause Edimax to violate any Applicable Laws.

- c. Indirect Channel Partner shall not take any action or permit or authorize any action which may render Edimax in violation of Applicable Laws;
- d. d) Indirect Channel Partner shall not use money or other consideration paid by Edimax for any unlawful purposes, including any purposes in violation of Applicable Laws, such as direct or indirect payments for the purpose of assisting Edimax in obtaining or retaining business with any government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business), political parties or party officials, candidates for political office, or any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Furthermore, Indirect Channel Partner shall ensure that Indirect Channel Partner Personnel fully comply with the United States Foreign Corrupt Practices Act ("FCPA") and all anti-corruption laws in all countries in which the Services are performed and/or Product is sold, and all rules, regulations, orders or directives promulgated thereunder. Indirect Channel Partner and Indirect Channel Partner Personnel shall not attempt to influence any third party or government official through bribes, payoffs, political contributions or kickbacks and shall not maintain slush funds or make payments or give anything of value in any manner that would imply that such illegal payments are made;
- e. Indirect Channel Partner has not offered to pay, nor has indirectly paid any political contribution to any person or entity on behalf of Edimax;
- f. Indirect Channel Partner has not been listed by any government or public agency (such as the United Nations or World Bank) as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs;
- g. In no event shall Edimax be obligated under this Agreement to take any action or omit to take any action that Edimax believes, in good faith, would cause it to be in violation of any laws of the Territory identified in this Agreement or the Applicable Laws.

11.2 Notwithstanding any other provision in this Agreement, Edimax may terminate this Agreement immediately upon written notice if Indirect Channel Partner breaches any of the representations and warranties set forth in this ARTICLE 11 Indirect Channel Partner shall indemnify and hold harmless Edimax for any violation by Indirect Channel Partner of any Applicable Laws.

ARTICLE 12 GOVERNING LAW AND DISPUTES RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, as if performed wholly within the state and without giving effect to the principles of conflict

of law. The Parties expressly disclaim the application of any non-United States laws and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

12.2 Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein. The Parties shall first attempt to resolve a dispute within fourteen (14) days through meetings between the respective contacts of the Party and any other representatives deemed necessary for these discussions. If unsuccessful, the Parties agree to conduct face-to-face negotiations between senior executive officers of both Parties for a period of seven (7) days. If unsuccessful, or if fifteen (15) calendar days have passed since the Parties submitted the dispute to the senior executive officers, the Parties may submit the dispute to the appropriate court in California.

12.3 Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity hereof shall be brought in the Superior Court of the County of Santa Clara, California, or if under federal jurisdiction, in the U.S. District Court for the Northern District of California and the Parties hereby submit to the jurisdiction of such courts, and waive any venue objections thereto.

ARTICLE 13 MISCELLANEOUS

13.1 Amendment. Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to be enforced. All amendments to this Agreement shall be integral parts of this Agreement.

13.2 URLs. Indirect Channel Partner hereby confirms that it has the ability to access, has accessed, has read and agreed to, the information made available by Edimax at all of the world wide web sites/ URLs/addresses/pages referred to anywhere throughout this Agreement. Indirect Channel Partner acknowledges that Edimax may modify any URL address or terminate the availability of any information at any address without notice to Indirect Channel Partner.

13.3 Waiver and Accumulation of Remedies. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other rights or remedies. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law, in equity or otherwise under this Agreement.

13.4 Severability. In the event any provision (or part of a provision) of this Agreement is held to be unenforceable under Applicable Laws or the laws of the Territory, such provision or part thereof shall

be null and void and shall be deemed deleted from this Agreement. All remaining provision of this Agreement shall remain in full force and effect. The Parties shall negotiate in good faith to replace the unenforceable provision (or part thereof) with a provision carrying similar commercial effect. If the Parties cannot agree to new terms and the deleted provision materially impairs the value of the Agreement, then a Party may terminate this Agreement by written notice to the other.

13.5 Assignment. This Agreement may not be assigned by Indirect Channel Partner without Edimax's prior written consent and any attempted assignment, delegation or transfer shall be void. Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

13.6 Relationship of the Parties. The rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically set forth herein. The Parties hereunder shall perform activities hereunder only as independent contractors and neither Party shall be, nor represent itself to be, a joint venture, partner, broker, employee, agent or legal representative of the other for any purpose whatsoever. Notwithstanding the use of the term "Partner" in this Agreement, the Parties do not intend to create any legal relationship of partnership between them. Further, nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind on the other Party's behalf, implied or otherwise, without prior review and written agreement.

13.7 Enforceability. If this Agreement is accepted electronically by an individual on behalf of Indirect Channel Partner, such individual represents that he or she has the authority to bind Indirect Channel Partner to the terms and conditions of this Agreement. If the individual does not have such authority or Indirect Channel Partner does not wish to be bound by the terms and conditions of this Agreement, do not click "Accept" button. Each Party waives any defence to the validity or enforceability of the Agreement arising from the electronic submission and electronic acceptance of the Agreement by Indirect Channel Partner.

13.8 Languages. The definitive text of this Agreement shall be written in English and all communications between the Parties in the course of the present Agreement shall be made in English. The aforesaid communication includes, but is not limited to, training, drawings, specifications and other technical information provided to Indirect Channel Partner by Edimax. If necessary, other languages are translations for convenient interpretation purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.

13.9 Survival of Provisions. In this Agreement, any Article that is expressed to survive termination or expiry of this Agreement shall survive accordingly.

13.10 Entire Agreement. This Agreement comprises the entire agreement between the Parties hereto concerning the subject matter herein and replaces any prior or written communications between the Parties, all of which are excluded.

13.11 Announcements. Neither Party shall without the written consent of the other, issue any press release or make any public announcement with respect to this Agreement and the transactions contemplated hereby, except as may be required (or made advisable, in the opinion of such Party's counsel) by governmental rule (including applicable stock exchange rules and regulations) and, if so required such Party shall give the other Party a reasonable opportunity to comment thereof. Notwithstanding the foregoing, Edimax may, at its sole discretion and without prior written approval, identify the Indirect Channel Partner on Edimax Website as an Indirect Channel Partner.

13.12 Audit. Indirect Channel Partner shall keep full, true, and accurate records and accounts, in accordance with generally accepted accounting principles, of each Product purchased and deployed or distributed, including information regarding Software usage and export. Indirect Channel Partner's shall make these records available for audit by Edimax using third party certified public accountants, who have signed nondisclosure agreements, upon fifteen (15) days prior written notice, during regular business hours at Indirect Channel Partner principal place of business. Further, if Edimax reasonably suspects the Indirect Channel Partner is in breach of the Agreement, Edimax may audit the Indirect Channel Partner's records and locations as reasonably necessary for the specific purpose of ascertaining the Indirect Channel Partner's compliance with this Agreement.

13.13 Notice. All notices required to be given by one Party to the other Party shall be given in writing and delivered personally or transmitted by registered or certified post to the address shown below or by telex or facsimile (as such details may be amended from time to time in accordance with this ARTICLE 13 with correct answerback received, return receipt requested and postage prepaid and shall be effective upon receipt (if delivered personally), five [5] Business Days after posting (if sent by post), or once a transmission report is received (if sent by telex or facsimile):

Edimax

For the attention of: Contract & Negotiation Dept.

Address:

3350 Scott Blvd., Bldg.15 Santa Clara, CA 95054, USA

Fax number: +1-408-9801530

Indirect Channel Partner

As the information Indirect Channel Partner filled in during Edimax partner registration stage.

IN WITNESS WHEREOF, this Agreement, including its terms and conditions, has been duly accepted by Indirect Channel Partner BY CHECKING THE "AGREE" BOX AND CLICKING ON THE "SUBMIT" BUTTON ON THE PARTNER APPLICATION INDIRECT CHANNEL PARTNER AGREEMENT PAGE.

Friday, Feb.13, 2015 - 11:33

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