

BARCO CLICKSHARE CONNECT! PARTNER PROGRAM

RULES OF ENGAGEMENT

By participating in the Barco ClickShare Connect! Partner Program ("Program"), the company or entity submitting the Program application ("you", "your", "Partner"), agrees to become party to, and to be bound by these Rules of Engagement.

- 1. PURPOSE.** Barco has designed a Program for its partners to promote Barco products and services, increase their expertise and resources, and enhance the satisfaction of Barco's end-users. The Barco ClickShare Connect! Partner Program is documented at <http://partners.barco.com>. For the purposes of this Program, "Barco" means Barco NV and its subsidiaries and affiliates with company address at Beneluxpark 21 - 8500 Kortrijk.
- 2. ELIGIBILITY.** To join the Program, you must complete the **online application form** and accept the Rules of Engagement.

The Program offers a number of partner levels with varying associated benefits and requirements. There are three partner levels: (i) "Bronze" partner level, (ii) "Silver" partner level, and (iii) "Gold" partner level. The partner level is determined on the basis of objective accreditation criteria such as revenue, training & certification and demonstration capabilities. Information is available in the ClickShare Connect! Partner Program Flipbook and via Barco Channel Managers or Channel Operations team.

Acceptance of the Partner into the Program and Partner's assignment to a partner level within the Program are subject to the sole discretion of Barco. Barco reserves the right to change partner requirements and to re-level your partner level if you exceed or no longer meet the requirements of your current partner level.

- 3. RESALE RIGHT.** Barco grants you the non-exclusive right to market and resell Products. You shall only purchase Products through a Barco authorized distributor ("Distributor") or ClickShare Connect! partner and shall only sell to end-users or ClickShare Connect! partners. You are free to unilaterally determine Product resale prices. For the purpose of these Rules of Engagement, Barco products offered through the Program shall be referred to as "Products".

Barco reserves the right to refuse access to certain Products, or to modify the list of Products offered through the Program.

- 4. PARTNER PORTAL ACCESS.** Upon registration, Barco may provide you access to Program related websites, tools, and web-based applications ("Partner Portal"). Through the Partner Portal, you may receive access to information, materials and

tools pertaining to Products, Barco and the Program (collectively, the "Information"). Barco grants you a limited, non-exclusive, non-transferable, non-sublicensable license, while these Rules of Engagement are in effect, to access and use the Partner Portal and Information solely in accordance with these Rules of Engagement. You shall use the Information only for the purposes of the Program.

Access to the Partner Portal may be unavailable without notice at certain times, and Barco will not be liable for any damages that may result from such lack of availability.

5. PARTNER OBLIGATIONS. Partner will do each of the following:

- 5.1 meet designated criteria for applicable partner levels in the Program;
- 5.2 maintain the number of staff required for the corresponding partner level trained and certified by Barco University. The certification requirements depend on the partner level in the Program. You can access trainings via the Barco University training portal;
- 5.3 only sell new Products and not refurbished Products;
- 5.4 commercialize online sales in accordance with article 3 only through your own online shop and refrain from selling Products on third-party websites or platforms;
- 5.5 refrain from repackaging, relabeling, or altering the Products in any manner;
- 5.6 refrain from repairing or refurbishing any Product;
- 5.7 refrain from falsely or inaccurately representing the features or functionality of any Product;
- 5.8 comply with these Rules of Engagement and with all terms posted on the Partner Portal;
- 5.9 for "Gold" partners only: agree with Channel Manager on business performance goals.

6. DEAL REGISTRATION, SPECIAL PROJECT, BACK REBATE, MDF and DEMO.

- 6.1 **Deal Registration.** Barco may offer Distributor a discount ("Deal Registration Discount") on the MSRP/list price of the Products to reward "Silver" and "Gold" partners for investing in the sale and marketing thereof in accordance with the Program, and for reselling within the Barco ClickShare Connect! Partner Network.
- 6.2 **Special Project.** Barco may offer Distributors an additional discount to enable partners to win on tenders, framework contracts, solution projects

or large volume deals ("Special Project Discount"). Barco will handle Special Project Discounts on a case-by-case basis for a specific end-user in a specific location.

- 6.3 **Modalities for Deal Registration and Special Projects.** To request a Deal Registration Discount or Special Project Discount, you have to contact the Distributor or Barco Channel Manager. All applications must be submitted by either the Distributor or yourself, who has to fill in all fields in the applicable registration form.

Barco reviews all applications. If Barco approves, the registration form will be released to the Distributor indicating the Deal Registration or Special Project identification number (respectively "DRID" or "SPID"), Deal Registration or Special Project Discount, product model, end-user name, validity period and maximum resale price for the end-user. This maximum resale price shall only apply for the Products indicated in the applicable registration form. If at the end of the validity period the partner needs additional time to close the opportunity, Barco may grant an extension at Barco's sole discretion. If no deal has been closed within the validity period, the application will expire.

Barco will only issue Deal Registration or Special Project Discounts to Distributors or Partners (US only). Pricing agreements will be solely between the Partner and the Distributor of his choice. However, Barco will recommend to such Distributor that the applicable discount is passed on to the Partner. The Partner acknowledges that Barco is only permitted to recommend that the discount is effectively provided to the Partner.

Barco reserves the right at any time without prior notice and at its sole and absolute discretion (i) to add, remove, or modify the requirements to grant any Deal Registration or Special Project Discount, (ii) to change the Deal Registration or Special Project Discount and (iii) to deny or revoke any Deal Registration or Special Project Discount. To the extent permitted by local law, Partner acknowledges that any abuse of the Deal Registration or Special Project Discount programs may result in Partner forfeiting two (2) times the amount of rebates earned during a specific period, at Barco's reasonable discretion.

- 6.4 **Back Rebate.** Upon agreement of the annual business plan by Barco, incentives can be made available to "Gold" partners, for reaching financial and non-financial targets. Those targets will be detailed and authorized in the business plan.

- 6.5 **MDF.** Market Development Funds ("MDF") can be made available to select "Gold" and "Silver" partners. Access to MDF is provided on a case-by-case

basis, based upon Barco's prior approval and conditioned on Partner respecting Barco's MDF program guidelines.

6.6 **Demo.** Barco offers access to special pricing conditions on demo equipment providing that you are accredited for such Products and that you keep the demo units in stock for at least six months, unless otherwise agreed by Barco. A limitation of units per model applies. Please consult your Distributor or Barco Channel Manager.

7. ADMINISTRATION AND AUDIT. During the term of these Rules of Engagement and a period of two (2) years thereafter you will maintain legible, accurate and complete books and records concerning these Rules of Engagement and your activities hereunder. At the end of this retention period, you will appropriately dispose of all records. Upon Barco's request, you will cooperate with and assist Barco with any audit, review, or investigation ("Audit") that relates to the Program. Failure to cooperate with an Audit or provide the information or records requested by Barco is a material breach of these Rules of Engagement. Barco will pay the costs of an Audit except if material non-compliances with the Rules of Engagement or wrongful use of Deal Registration or Special Project Discounts are discovered in the information disclosed by you, in which case you agree to be responsible for all related costs and damages, including repayment of wrongfully paid Discounts.

8. LOGO, TRADEMARK AND DOMAIN USAGE. You agree that trademarks, trade or company names, product and service identifications, internet domains/internet addresses, logo's, artwork and other symbols associated with Barco, and products and services ("Barco Marks") are and shall remain Barco's property. You acknowledge that any provided images and artwork of products or services are subject to Barco copyright and you will not alter these images or use them outside of the context in which they were provided to you. You are allowed to use the Barco logo and applicable partner level logo in compliance with these Rules of Engagement. The use of Barco's logos is subject to **Barco's brand guidelines**. You may not use an identical or virtually identical Barco trademark as a second level domain name. You may have a dedicated webpage for Barco products/trademarks on your own website. (eg. www.partnercompany.com/clickshare). You must always define your relationship clearly & prominently (ClickShare Connect! partner, ...). All materials on the Barco website are copyrighted by Barco. Any use thereof is prohibited, including, without limitation, trademark, design, patent, domain name or any other name registration, without Barco's prior written approval.

9. TERRITORY SCOPE. If you purchase Products outside the European Economic Area ("EEA"), you are not allowed to sell such products in the EEA. If you purchase Products outside of the United States, you are not allowed to sell such products in the United States.

10. CONFIDENTIALITY. You may have access to or be exposed to (through the Partner Portal or other means) other materials, data or information that is not generally known to the public, whether such information is in written, oral,

electronic, web site-based, or other forms (collectively, "Confidential Information"). You will keep all Confidential Information strictly confidential for a period of two (2) years after the termination of these Rules of Engagement, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. You will share Confidential Information only with your employees who have a need to know and who are subject to legally binding obligations to keep such information confidential. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was in your possession before your receipt from Barco; (b) is or becomes publicly available through no fault by you; or (c) you rightfully received from a third party without a duty of confidentiality. If you are required by a government body or court of law to disclose any Confidential Information, you agree to give Barco reasonable notice in advance. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Barco shall be entitled to seek injunctive relief, in addition to all other remedies available at law.

- 11. PERSONAL DATA.** You will comply with applicable data protection laws in all Territories where you do business. You confirm that any personal data provided to Barco by you or on your behalf has been collected and disclosed in accordance with applicable data protection laws. When using Barco Products, you will take reasonable steps to ensure that you and your employees, agents and contractors do not input, upload or disclose any irrelevant or unnecessary information about individuals to Barco. You will maintain and take appropriate, physical, technical and organizational measures to protect personal data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access ("Personal Data Breach"). You will, without undue delay, inform Barco about any Personal Data Breach that may also impact Barco or the security of Barco systems, products or services.
- 12. COMPLIANCE.** At all times, you agree to comply with the principles set out in the [Barco Code of Ethics](#), any relevant third party guidelines, and all applicable laws and regulations, including anti-bribery, export, trade, data protection and privacy, antitrust and competition laws and regulations.
- 13. INDEMNIFICATION.** To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Barco from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from your violation of the Rules of Engagement or any applicable laws or regulations.
- 14. LIMITATION OF LIABILITY.** In no event will Barco be liable for any loss of business, income, or profits, or for lost or corrupted data or software. Barco will have no liability for any consequential, special, punitive, incidental, or indirect loss or damages. Barco's aggregate liability for all claims in connection with these Rules of Engagement shall be limited to the price paid by Distributor to Barco of the Product in relation to which the claim is made. The afore mentioned limitations shall

not apply to limit liability for fraud and any other liability that cannot be excluded by law.

15. TERM AND TERMINATION. These Rules of Engagement shall commence upon the date of their acceptance by you and continue until terminated in the manner set forth below. You may withdraw from the Program at any time by notifying Barco in writing. Barco may suspend or terminate your participation in the Program, in whole or in part, without prior written notice: (i) for any breach of these Rules of Engagement or any other agreement related to your participation in the Program, (ii) for any attempt to impair the integrity of the Program as determined by Barco, or (iii) for any violation of article 12. In addition, Barco, in its sole discretion, may terminate these Rules of Engagement or the Program at any time upon fifteen (15) days' notice.

Upon termination of these Rules of Engagement, the license and rights granted hereunder shall terminate completely and Partner shall cease to use Information. Nothing in this article shall limit Barco's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive.

16. MISCELLANEOUS.

- 16.1 **Assignment.** You may not assign these Rules of Engagement, or any benefits due to you under the Program, nor delegate any obligations hereunder, to any third party without the written consent of Barco.
- 16.2 **Independent Contractors.** You and Barco are independent contractors and shall have no authority to bind the other. Neither these Rules of Engagement nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement, and the employees, agents, or representatives of one party shall not be deemed to be employees, agents, or representatives of the other party.
- 16.3 **Force Majeure.** Except for payment obligations where applicable and obligations to comply with applicable laws and regulations, neither party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to reasonably unforeseeable circumstances beyond that party's reasonable control.
- 16.4 **Governing Law.** You agree that these Rules of Engagement, any dispute arising from, out of, or relating to the Program or these Rules of Engagement hereunder will be governed exclusively by the laws of New York for sales occurring in the United States and Belgium for all other sales worldwide, without recourse to its conflict of law principles. Any dispute

shall be settled by the courts of New York state for sales occurring in the United States and Kortrijk for all other sales worldwide.

16.5 **Severability.** If any provision herein is void or unenforceable, you and Barco agree to delete such provision and agree that the remainder of these Rules of Engagement will continue to be in effect.

16.6 **Entire Agreement.** The entire relationship between you and Barco is defined in these Rules of Engagement and the further Program related terms referenced herein. Both parties expressly disclaim any reliance on any oral statements, representations, or courses of conduct or any representations or statements not expressly set forth in these Rules of Engagement.