**UNISEE DEMO PROGRAM AGREEMENT**

This UniSee Demo Program Agreement (the "Agreement") by and between Barco, Inc., ("Barco") a Delaware corporation having its principal place of business at 3059 Premiere Parkway, Suite 400, Duluth, Georgia, 30097, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("User"), having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is entered into as of the date of last signature below ("the Effective Date").

**1. SCOPE.**

Pursuant to the terms of this Agreement, Barco will provide to User certain Barco UniSee products (up to a maximum of six UniSee panels and related hardware) as described in Schedule A (“Products”), for the time period specified in Schedule A (“Trial Period”), for the sole purpose of installation and use of the Products as a UniSee demo center at the site specified in Schedule A (“Trial Site”). User will have the option to retain the Products at the end of the Trial Period, either by purchasing the Products from Barco or by earning them based on achieving a certain volume of end-user UniSee sales (the “Sales Expectations”), as specified in this Agreement.

This Agreement constitutes the entire agreement between the parties concerning the UniSee Demo Program, including but not limited to the provision of the Products during the Trial Period, the operation of a UniSee demo center, and the disposition of the Products at the end of the Trial Period. No other agreement between Barco and User shall govern the UniSee Demo Program. However, all other agreements between Barco and User shall remain in effect, shall not be superseded by this Agreement, and shall continue to govern other matters between the parties.

**2. OBLIGATIONS OF THE PARTIES.**

(a) *Barco*. Barco will deliver and install the Products at the Trial Site, at Barco’s expense, as of the Installation and Start Date set forth in Schedule A.

During the Trial Period, Barco (directly or via its authorized agents) will:

(1) Provide User such documentation and technical assistance as may be reasonably appropriate to train User and help User properly operate the Products at the Trial Site; and

(2) Make any necessary repairs to the Product at the Trial Site, or instruct User how to make such repairs, at Barco’s expense unless such repairs are needed due to User’s negligence or willful misconduct.

 (b) *User*.

During the Trial Period, User will:

(1) Use the Products in strict accordance with any documentation or instructions provided by Barco, not modify the Products except pursuant to Barco’s express instructions, and not remove any Barco logos or labeling from the Products;

(2) Keep the Products only at the Trial Site and refrain from moving the Products;

(3) Keep the Products in good condition and working order, using no less than a reasonable degree of care to maintain and safeguard the Products, and insure the Products against loss, theft, or damage up to their full value;

(4) Host prospective UniSee customers at the Trial Site, and demonstrate use of the Products for their benefit, during ordinary business hours, on User’s own initiative or upon reasonable request of prospective customer and/or Barco;

(5) Use best efforts to meet the Sales Expectations set forth in Schedule A; and

(6) Grant Barco full and free access to the Products at the Trial Site for the purposes of implementing any required modifications and auditing User’s use of the Products, at such reasonable times as may be required by Barco.

**3. DISCLAIMER OF WARRANTY**

DURING THE TRIAL PERIOD, THE PRODUCTS (INCLUDING ANY ACCOMPANYING DOCUMENTATION) ARE PROVIDED "AS IS." BARCO MAKES AND USER RECEIVES NO WARRANTIES IN CONNECTION WITH THE PRODUCTS, OR MODIFICATIONS OR IMPROVEMENTS THERETO, NOTWITHSTANDING ANY WARRANTY PROVISION IN ANY OTHER AGREEMENT BETWEEN BARCO AND USER. BARCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BARCO IS NOT RESPONSIBLE FOR ANY LOSS OF DATA USED OR STORED IN THE PRODUCTS BY USER.

**4. CONFIDENTIALITY, OWNERSHIP AND LICENSE**

(a) *Confidentiality and Non-disclosure*.User acknowledges that any and all business, financial, marketing, commercial and/or technical information, know-how, trade secrets, inventions, research & development programs, processes, methods, software programs, or product information disclosed or provided by Barco under this Agreement that is marked “Confidential” or that a reasonable person would understand to be confidential shall be considered confidential and proprietary to Barco (“Confidential Information”). User shall restrict access to the Confidential Information to its employees, agents, and representatives who need to know the Confidential Information in connection with this Agreement, and shall obligate such employees, agents, and representatives to keep the Confidential Information secret to the same extent as provided in this Agreement. User shall not disclose any Confidential Information of Barco to any third party. Any patents, trademarks, copyrights, or other intellectual property rights or any other Confidential Information related to the Products, whether existing prior to the date hereof or developed hereafter, shall remain the property of Barco, and Barco’s provision of intellectual property or Confidential Information to User does not confer any rights, license, or title to User except as expressly set forth in this Agreement.

(b) *Ownership*. User acknowledges that the Products are provided exclusively for User to set up a UniSee demo center and demonstrate the Products to prospective customers. Barco retains ownership of all right and title to, and interest in, the Products, the Product design, and any associated documentation and user manuals, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights). User shall not (i) copy, modify, decompile, disassemble or reverse engineer the Products or their hardware or design, or make derivative works based upon the Products, or use the Products to develop any products; (ii) sell, license, rent, or transfer the Products to any third party; or (iii) use the Products other than at the Trial Site or export the Products from the country or territory where the Trial Site is located. Barco hereby reserves, and User hereby agrees that Barco shall have, a security interest in the Products. User agrees to execute and deliver financing statements or any other instruments, recordings or filings deemed necessary by Barco to protect and preserve Barco’s right, title and interest in and to the Products under applicable law.

(c) *License to Use Barco Trademarks and IP*. Barco grants User a non-exclusive, non-transferable and non-sublicensable license to use, copy, reproduce, display, and distribute, solely for the purpose of operating the demo center and marketing Barco products and services, Barco’s logos and trademarks, and all copyrighted or trademarked marketing materials and user manuals provided with the Products, including any UniSee product documentation.

**5. TERM AND TERMINATION**

(a) *Term*. This Agreement shall remain in effect through the Trial Period set forth in Schedule A.

(b) *Termination* *for Cause*. This Agreement may be terminated immediately by either party by written notice if either party breaches any of the material provisions of this Agreement.

(c) *Termination* *without Cause*. Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice to the other party.

(d) *Effects of Termination*. Upon termination of this Agreement pursuant to Section 5(b) or 5(c) of this Agreement, User shall:

(1) Immediately cease use of the Products and of all associated Barco intellectual property and Confidential Information then in User's possession or control.

(2) Within ten (10) days, delete all such Barco intellectual property and Confidential Information, and provide written confirmation of deletion.

(3) Within thirty (30) days, permit Barco to come to the Trial Site and de-install and re-take possession of the Products. De-installation shall be performed at User’s expense if termination was due to User’s breach or at User’s option without cause, and at Barco’s expense if termination was due to Barco’s breach or at Barco’s option without cause.

**6. SALES EXPECTATIONS AND END OF TERM OPTIONS**

(a) *Sales Expectations*. User is expected to use its best efforts to meet its Sales Expectations during the Trial Period, including by using the demo center as a site for marketing and demonstration. All end-user sales must comply with all terms of the existing Reseller or Rep Firm agreement between Barco and User, as listed in Schedule A, in order to count toward User’s Sales Expectations.

(b) *End-of-Term Options*. At the end of the Trial Period, User may request that Barco remove the Products from the Trial Site, at User’s expense. Any Products that remain unreturned to Barco thirty (30) days after the End Date of the Trial Period (except if delay is due to Barco’s failure to schedule a prompt de-installation), or that are returned damaged or non-functioning, shall be invoiced to User at Barco’s standard market rate for the Products, without need for further purchase orders or other formalities. If the Products are de-installed and returned, User shall also promptly comply with Sections 5(d)(1) and 5(d)(2) of this Agreement.

Alternatively, User may retain the Products after the Trial Period by exercising one of the following options within thirty (30) days following the End Date of the Trial Period:

(1) If User has met its Sales Expectations, User may retain the Products at no additional expense, subject to Barco’s standard terms and conditions and warranties.

(2) If User has made some UniSee sales during the Trial Period but has not met its Sales Expectations, User may purchase the Products at a discount from Barco’s standard market rate for the Products, subject to Barco’s standard terms and conditions and warranties. The discount will be a percentage equivalent to the percentage of User’s Sales Expectations that it has fulfilled (e.g., if Sales Expectations were 30 units and User sold 15 units, User would be entitled to a 50% discount).

(3) If User has made no sales during the Trial Period, User may purchase the Products from Barco at Barco’s standard market rate for the Products, subject to Barco’s standard terms and conditions and warranties.

Barco encourages User to continue using the Products for customer demos after the Trial Period. The continuing operation of a UniSee demo center after the Trial Period may be subject to negotiation of further terms and conditions with Barco.

**7. LIMITED LIABILITY**

IN NO EVENT SHALL BARCO BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL BARCO’S LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY GIVING RISE TO THE CLAIM, EXCEED FIVE THOUSAND DOLLARS ($5,000).

**8. GENERAL**

(a) This Agreement may only be amended or modified by an express writing mutually signed by the duly authorized representatives of each party hereto. (b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Southern District of New York. (c) Failure of either party to insist in any instance upon strict performance by the other party of any provision of this Agreement, or to exercise any right or privilege granted hereunder, shall not be construed or deemed to be a permanent or subsequent waiver of such, or any other, provision, right or privilege. (d) If any provision of this Agreement is declared invalid by a court of competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and shall be deemed an original part of this Agreement as adjusted or, if adjustment is not possible, deleted in its entirety and the remaining provisions shall remain in full force and effect. (e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. User may not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Barco. Any prohibited attempted assignment shall be null and void. (f) Unless otherwise provided, any provision herein requiring written documentation may be satisfied by documentation transmitted electronically. (g) Headings and subheadings used in this Agreement are for convenience only and shall not be used in interpreting or construing the substantive terms of this Agreement. (h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. (i) The following provisions shall survive any termination or expiration of this Agreement: Sections 3, 4, 5(d), 6, 7, and 8.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**\_\_\_\_\_\_\_\_\_\_\_\_ ("User")**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Barco, Inc. ("Barco")**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**SCHEDULE A**

**EXISTING AGREEMENT**

[Reseller / Rep Firm] Agreement dated \_\_\_\_\_ between Barco, Inc. and \_\_\_\_\_\_\_\_\_\_

**PRODUCTS**

|  |  |
| --- | --- |
| **Product** | **Quantity** |
| R98498002B – UniSee + wall mount | 6 |
| R98494000B – UniSee 4000 Connect Kit | 1 |
| R9821016B – UniSee Present for Windows UPW-210 | 1 |

**TRIAL SITE**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trial Site address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trial Site address (cont.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Installation/Training Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TRIAL PERIOD**

Installation and Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End Date must be set at a maximum of 6 months after the Installation Date of the Demo unit.

**SALES EXPECTATIONS**

Partner will place orders with approved distribution partners, Almo, Starin and/or JB&A, for Barco LCD platforms within 6 months of scheduled installation date. The target value of LCD products is dependent on the number of Unisee panels installed:

* 6 x Unisee Panels = $165,000 distribution cost (KVD(3.5mm). LVD(1.8mm) or Unisee\*
* 4 x Unisee Panels = $110,000 distribution cost (KVD(3.5mm). LVD(1.8mm) or Unisee\*

\*accessory cost contributes toward target purchase revenue