

Mimosa Authorized Premium Partner Program Agreement

PREMIER Partner Program

Participation

Your participation in Mimosa's Premier Partner Program, including the Not For Resale Program, the Deal Registration Program, and the MDF Program (collectively, the "**Program**") begins as soon as we activate your account on our partner portal (the "**Portal**"). Upon activation, you must agree to these terms. Currently, we host the Portal at [www.partner.mimosa.co]. We will send your account credentials to you via email. Only one license will be granted per partner.

By "you," "your" or similar references we mean the legal entity enrolling in the Program. Therefore, the person completing this enrollment represents that (s)he is an employee of that entity and has the power and authority to bind that entity to this agreement. By "we," "us," "our" or "Mimosa," we mean Mimosa Networks, Inc., together with its subsidiaries. For the purpose of this Program, Mimosa defines a "partner" as a systems integrator or a reseller of product. A reseller of service is not eligible to be included in this Program.

The Program Guide

The Program brochure on the Portal (the "**Program Guide**") describes the various levels of the Program. Read it carefully, as it describes your rights and responsibilities at each level of the Program. Partners who are approved for the program join the Program at the Silver level. You may advance to higher levels by achieving and maintaining the criteria for the higher level.

We may change the Program Guide from time to time, including the levels, performance criteria and benefits. We may change the terms and conditions of this agreement from time to time as well. We will notify you via the Partner Portal when we make changes. If you do not agree to any change we make, you may terminate your participation in the Program by giving us written notice within 15 days from when we told you of the change. Otherwise, your continued participation in the Program means you consent to the changes.

Mimosa Products and Services

The Program applies only to the marketing, sale and support by you of Mimosa products and services purchased by you from our authorized distributors (collectively, the "**Products**") and resold by you directly to end-customers. End-customers are purchasers of Products for their own use and not for resale. We will provide you with a list of authorized distributors at your request.

The Mimosa logo is written in a lowercase, orange, cursive-style font.

Mimosa Authorized Premium Partner Program Agreement



Program Benefits

In addition to any benefits described in the Program Guide for your level, during the term of your participation in the Program, you will receive the following minimum benefits:

Access to the Portal. You may use the materials and the information you learn through the Portal only within your company in furtherance of the sale, marketing or support of the Products. You may provide such materials or information to current or prospective end-customers only when explicitly permitted on the Portal or with our specific written permission (which may be by email). You may not use any such material or information for any purposes competitive with our business.

Right to Use Our Logos and Other Trademarks. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the name, logo, trademarks, service marks, trade names, product names and other marks of Mimosa ("**Marks**") solely to market and promote the sale of Products in compliance with our advertising policy. The form and manner in which you use the Marks must comply with our brand usage requirements. Both documents are available on the Portal. As with other elements of the Program, we may change these documents from time to time. Notice of such changes will be posted on the Portal.

Any use of the Marks by you must identify our ownership of the Marks. You may not use the Marks in a manner that might lead someone to believe that you are affiliated with Mimosa as one of the Mimosa group of companies. For example, you may not use the Marks in any URL address. All use of the Marks by you and all related goodwill will accrue solely to the benefit of Mimosa. We reserve all rights in the Marks not specifically granted to you.

You must not (a) challenge the validity of the Marks or Mimosa ownership of them; (b) attempt to register any Mark, or any word, combination of words, logo or other design similar to a Mark; (c) use any Marks in combination with any products or services other than Products; (d) remove or change any Mark on any Product, Product packaging or any other materials we provide to you; (e) use any Mark with respect to any alterations of Product not performed by us; or (f) incorporate any Marks into your trademarks, service marks, product names, company names, domain names, or any other similar designations.

If you would like to use any Marks in a form other than as provided to you on the Portal and in accordance with this agreement, you must submit a sample for approval by us no less than ten (10) business days prior to making the material available. You may contact us for approval via email.



Mimosa Authorized Premium Partner Program Agreement



Partner Obligations

Ongoing Compliance. You must continuously meet the requirements defined in the Program Guide for your level throughout your participation in the Program. You must always comply with the terms of this agreement during your participation in the Program. You must tell us promptly when you know or suspect that you cease to meet the requirements of your level or have not otherwise complied with this agreement.

Requirements for Reselling. You must use reasonable efforts to market and sell the Products, including support services for any sale of the Products. We may ask you to provide reasonable evidence of these efforts. You will only procure Products for resale from authorized distributors and sell those Products to end-customers in the region specified by the authorized distributor. You will provide any point-of-sale information reasonably requested by us or by the authorized distributor and agree that the authorized distributor may provide that information to us for our internal business purposes. You will market and promote your sale of Products in accordance with our advertising policy. You will ensure that all end-customers to which you sell Products are aware of, and accept, any terms associated with those Products, including any end user license agreement. You will not make, nor appear to make, any representations or warranties on our behalf. You must represent, warrant, and agree to use commercially reasonable efforts to advertise the Product at or above the minimum advertised price ("MAP") for such Product, which MAP shall be set forth on the Partner Portal, as applicable, and in cases where Partner is selling under agreements with other third party Partners, to ensure that such agreements will contain covenants to similarly comply. In any region where resale price maintenance is per se unlawful, this section shall not apply.

Confidential Information. You must not disclose to any third party any information furnished by us that is designated as confidential or which you reasonably should know is confidential given the circumstances surrounding disclosure. You may only use this information internally for purposes of promoting, selling and supporting the Product. Any other use or disclosure requires our prior written consent (which may be by email).

Term

Participation in the Program is for a maximum twelve-month calendar year period beginning on the date we notify you of your account activation. If enrolled at the end of any term, your participation will renew automatically for an additional twelve-month period at the beginning of the following calendar year. All memberships will revert to the silver level at the beginning of each calendar year. It is your responsibility to earn higher levels at that time. Either you or we can terminate your participation without cause or liability at any time upon 30 days advanced written notice to the other. Any obligation that has accrued prior to termination, such as confidentiality obligations, shall continue following termination. Your participation will



Mimosa Authorized Premium Partner Program Agreement



be suspended immediately upon notice of any breach until such breach is corrected or your participation is otherwise terminated. Upon termination of your participation in the Program, all rights and benefits granted to you shall immediately terminate, but termination does not eliminate any benefits you have earned unless termination was a result of your breach of the terms of this agreement or the Program.

Compliance with Laws

You must comply with all laws applicable to your business, including the marketing and sale of the Products. You must comply with the US Foreign Corrupt Practices Act and similar laws in other jurisdictions with respect to the Products. You hereby acknowledge and agree that the Products and/or confidential information, other documents, technical data and any other materials delivered to you may be subject to applicable export control and trade sanctions laws, regulations, legislative and regulatory requirements, rules and licenses, including without limit those of the United States (e.g., the sanctions administered by the US Department of Treasury's Office of Foreign Assets Control (31 CFR Part 500 et seq.), the EAR administered by the US Department of Commerce Bureau of Industry and Security, laws and regulations targeting proliferation activities, and the restricted persons lists maintained by the US Government including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List and Non-proliferation Sanctions), the EU and the UK ("**Export Laws**"). You agree to comply with the Export Laws and agree that you alone are responsible for ensuring compliance with Export Laws. In particular, but without limitation to the foregoing, you will not, and will obtain assurances that none of your affiliates will, use, sell, resell, export, re-export, import, dispose of, disclose or otherwise deal with the Products and/or confidential information, other documents, technical data and any other materials delivered under this agreement, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental, legislative or regulatory approval, and completing such formalities as may be required by Export Laws, such as submitting export-related reports. In addition, you will not do anything that would cause us to be in breach of the Export Laws. You shall indemnify us from any claims made against us arising out of or related to your failure to comply with any law.

Governing Language and Law

Our partners are all over the globe, but in order to administer this Program we need a common set of rules. Therefore, if we provide translations of this agreement in other languages, the English language version of this agreement controls and the agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. You must bring any action or proceeding arising out of or relating to this agreement in the US federal courts for the Northern District of California or in California state court in Santa Clara County, California. You irrevocably submit to the jurisdiction of and venue in any such court for



Mimosa Authorized Premium Partner Program Agreement



any action we bring, although you agree that any judgment from any such court may be enforced in your local jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

Miscellaneous Terms

Both parties are independent contractors. In no event will you be deemed an agent or representative of Mimosa and you shall not hold yourself out as such. You have no authority to make any commitment or agreement on our behalf. If we reasonably believe that any representation made by you, or any business practice of yours, is misleading or deceptive, you will promptly correct it following notice from us. Each party will be solely responsible for its own costs and expenses related to the Program.

You may not assign or transfer, by operation of law or otherwise, this agreement to any third party, and any attempt to do so shall be void and of no effect. This agreement and the other terms referenced in this agreement, as well as any non-disclosure agreement between you and us, represent the entire agreement between you and us regarding the Program and supersede all previous oral or written communications between you and us regarding this subject matter. This agreement may not be modified except in a writing signed by an authorized representative of each party.

Limitation of Liability

YOU ARE NOT PURCHASING PRODUCTS FROM US UNDER THIS AGREEMENT. THEREFORE, WE ARE NOT LIABLE TO YOU FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDING PRODUCTS, INCLUDING FOR WARRANTY, PRODUCT LIABILITY OR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO YOUR MARKETING, SALE OR USE OF PRODUCTS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTIES HAVE BEEN INFORMED OF THE POTENTIAL OF SUCH LOSS OR DAMAGE. THE TERMS OF THIS PARAGRAPH DO NOT APPLY TO YOUR OBLIGATIONS REGARDING THE MARKS, CONFIDENTIALITY AND COMPLIANCE WITH LAWS.



Mimosa Authorized Premium Partner Program Agreement



Not For Resale Program

Program Objectives

Our Not For Resale (NFR) Program is aimed to allow eligible Channel Partners to buy heavily discounted Products to update their demonstration equipment and laboratories and to drive awareness, adoption and branding of Mimosa products within the market.

Eligible Partners

Certified Silver, Gold and Platinum Premier Partners who are able to demonstrate a requisite level of investment (as determined by Mimosa, in its sole discretion) in their Mimosa portfolio are eligible to participate in the NFR Program. Pricing shall be as set forth in the Program Guide.

NFR Terms and Conditions

The following terms and conditions apply to this NFR Program. Terms and conditions governing the actual purchase of products are governed by your agreement with a Mimosa authorized distributor.

Products purchased under the NFR Program are for demo, customer evaluation, or internal use only. Internal use does NOT include reselling, re-marketing or distribution of relevant products to end-users, or using products to build out the network of an internet service provider. Partners that violate these terms are subject to removal from the Program.

NFR cannot be combined or stacked with any other promotions or discounts. All NFR requests are subjected to review and verification of information prior to approval. Mimosa is entitled to audit you for validating the presence and appropriate use of equipment and software purchased under this Program.

All Product orders must be approved by Mimosa before partner can place orders for NFR Product. NFR requests must be completed in the Portal. Mimosa reserves the right to change any aspect of the NFR Program at anytime.



Mimosa Authorized Premium Partner Program Agreement



Deal Registration Program

Guidelines for Deal Registration Approval

All new opportunities for which you are requesting deal registration must be submitted to us using the on-line deal registration system located on the Mimosa Partner Portal. Deal registration is applicable only for a specific opportunity within an account; an account or company as a whole may not be registered. The registration must be for funded projects within the account (see “Defining an Opportunity” below).

Deal registrations may be rejected for a legitimate business reason, subject to the sole discretion of Mimosa. For example, if the opportunity has already been registered by another Premier Partner, or if the customer and Mimosa have previously been or are concurrently in material discussions regarding the purchase of Products. Deal registration does not apply to government RFPs.

Deal registrations will also be rejected if the information provided by you is incomplete or inaccurate. Please note that all required fields must be completed. If all the required information is not available, we will not accept the opportunity as ready for deal registration.

A prospective opportunity will only be approved for the first partner to register the opportunity with Mimosa.

Upon acceptance of a registered opportunity submission, the applicable sales opportunity shall be deemed a “registered deal” or “registered opportunity” and will be issued a corresponding registration number. The registration number must be clearly indicated on any subsequent purchase orders submitted to an authorized distributor to receive the associate deal registration discounts.

Mimosa is responsible for approval or rejection of all deal registrations submitted using the on-line deal registration system within five (5) business days.

Deal registration will be effective for 60 days after approval unless an extension is requested and approved using the online deal registration by Mimosa. Failure to obtain an extension will result in “de-registering” of the opportunity and elimination of any preferred discounts. In addition, for any registered deal that ends in the selection of a different partner by the end user service provider, the deal will be immediately de-registered.



Mimosa Authorized Premium Partner Program Agreement



Extensions will not be automatically granted if the opportunity has not moved forward.

Guidelines for Defining an “Opportunity”

An opportunity is defined as a fixed wireless project with an end-user customer that has allocated sufficient budget to invest in Mimosa solutions. The end-user must have demonstrated interest in Mimosa, and accepted a meeting to see a Mimosa demonstration.

Wherever possible, a Mimosa sales representative must attend a meeting (either in person or via web meeting) scheduled by you with the prospective end-user customer to verify the opportunity. The meeting must be with a person directly involved in the purchasing decision, and the outcome of the meeting must result in plans to continue the investigation of Mimosa as a possible solution.

General Deal Registration Terms and Conditions

Deal registrations that have moved passed the evaluation stage in the deal registration system will not trigger an expiration notice and will not automatically expire after 60 days; however, if the deal has not closed after 60 days, Mimosa has the right to close and cancel that registered opportunity.

If a deal registration does not move to closed-won or closed-lost after 60 days, and a renewal has not been requested, the deal registration is subject to closure, and the opportunity may be registered by another partner.

The end-user customer named on the registered deal must be willing to work with the registered partner. If Mimosa receives notification from an end-user customer that they will not or cannot work with the registered partner, the registration on that opportunity will be voided.

Absolutely no state, local and federal (SLED) projects out for public bid will be accepted as registered deals until contracts have been awarded.

You may not discuss the details of our deal registration program with any end-user customers or use our deal registration policies to influence an end-user customer to purchase from one partner over another.

If you are determined to have encouraged an end-user customer to ask us to change a registered deal status from another partner, you will face potential de-authorization from the Program.



Mimosa Authorized Premium Partner Program Agreement



Discount:

Registered deals which are won by the authorized partner. Deals valued at \$25,000 - \$49,999 are eligible to receive a 2% discount through the distributor. Partners must select a distributor to work with in the deal registration form.

Registered deals which are won by the authorized partner. Deals valued at \$50,000+ are eligible to receive a 3% discount through the distributor. Partners must select a distributor to work with in the deal registration form.

The total credit to the partner will be calculated based on actual sell through data. This total amount is submitted by the distributor in one month's POS report, which may be higher or lower than the original estimated deal value.

MDF Program

Program Overview

The Mimosa Marketing Development Fund (MDF) Program is designed to assist you in growing new markets, adding new customers and generating attractive returns with our Products, through co-branded marketing activities and co-sponsored events.

Mimosa is committed to participating with you, both strategically and financially, in these activities. However, all marketing activities and materials must conform to the MDF guidelines outlined in this document. We will strictly enforce these guidelines, including the requirement for Proof of Performance (POP) and Return on Investment (ROI) justification for all marketing activities.

Program Eligibility

For you to be eligible to receive marketing development funds, you must have completed all requirements to achieve Gold or Platinum status as outlined in the Program.

Establishing a Marketing Development Fund

To achieve Gold status in the Program, you must achieve a \$250,000 sales target from the time of partner



Mimosa Authorized Premium Partner Program Agreement

PREMIER Partner Program

approval to the end of the calendar year. After achieving Gold status, you will be granted \$2,500 in MDF. These funds expire on January 1st on the following calendar year. To achieve Platinum status in the Program, you must achieve a \$500,000 sales target from the time of partner approval to the end of the calendar year. After achieving Gold status, you will be granted \$5,000 in MDF. These funds expire on January 1st on the following calendar year. The MDF target will be valued in US dollars, and will be reserved by us to assist you in your Mimosa-related marketing activities. Any MDF target will be ultimately subject to our sole approval.

The maximum dollar amount a partner can earn is \$5,000 USD in any calendar year. These funds maybe not be combined within one calendar year. If the partner achieves Gold status and Platinum status in the same calendar year, the total MDF fund will be the maximum amount of \$5,000 for the calendar year.

Eligible Marketing Activities

The following are typical activities for appropriate use of the MDF: Advertising (print and online), Broadcast/Radio/Online Videos, Product Catalogs, Collateral, Direct Mail, Newsletters, e-Marketing, Sales Spiffs, Seminars, Conferences, Telemarketing Campaigns, Training Programs, and Tradeshow/Hospitality/Events. Please contact us to verify eligibility for any activities not on this list.

Mimosa Logo Use Guidelines

Logo Use Guidelines can be found within the Partner Portal at www.partner.mimosa.co. Any of your co-branded communications and materials must follow these guidelines.

MDF Claim Process

Proof of Performance (POP). Following completion of the activity, you must provide us with reasonably acceptable Proof of Performance (POP) documentation for each marketing activity. Examples of POP are included below in Table A. Documented POP is required for each reimbursable activity and must be included as an attachment with the completed MDF Claim Request Form, to be submitted when the eligible marketing activity is 100% complete.



Mimosa Authorized Premium Partner Program Agreement



Table A. Proof of Performance Examples

Marketing Activity	POP required
Print Advertising	Copy of original ad/tear sheet, paid invoice including net rate, space and duration of ad, ROI metrics – number of sales leads as a result of ad, value of sales forecast.
Events – customer event, trade show, seminar	Copy of original venue, show, sponsorship costs, paid invoice including net rate, space and duration of event, ROI metrics – number of sales leads as a result of event, value of sales forecast.
Campaigns (direct mail, email)	Copy of original artwork, graphics, email, lists, etc., costs, paid invoice including net rate, scope and number of prospects. ROI metrics – number of sales leads as a result of campaign, value of sales forecast.
Other agreed upon activities	Copy of activity receipts, attendees, leads, ROI metrics, etc.

Claiming. To claim MDF expenses, you must complete the MDF claim on the Portal with proof of Mimosa-exclusive marketing activities. Claims against eligible funds should be made regularly within each quarter of the actual event. The deadline for Q4 claims is January 10th of the following calendar year. Anything submitted after this deadline related to the prior calendar year spending will be deemed invalid. Claims may not exceed the amount allotted in this contract. Claims should be submitted on the same MDF Request Form that was used to obtain pre-approval, together with all associated POP. The claim should be submitted via the Partner Portal.

All approved MDF claims will only be reimbursed in the form of checks to the partner. Please allow 2-4 weeks for claims to be approved and paid subsequent to submission. Unused funds will lapse at the end of each calendar year, and do not roll-over to subsequent years.

MDF General Terms and Conditions

Advertising and marketing activities must comply with applicable laws and must be in good taste. We may reject claims if, in our sole discretion, the advertising and marketing activities do not comply with applicable laws, are in poor taste or are misleading in regard to Product price, features or specifications.

We will apply MDF to *marketing* costs only. Costs not eligible for reimbursement include: agency fees and sales commissions, express mail, messengers, sales tax, travel expenses, alcoholic beverages, equipment purchases, employee compensation, or any other expenses not previously approved by us.

Payment of claims for any advertising that contains products from other manufacturers will be based only on the actual cost of the Mimosa-related space or time devoted to our Products.



Mimosa Authorized Premium Partner Program Agreement

PREMIER Partner Program

MDF may be used for media and/or marketing materials, including newspapers, tradeshows, marketing literature, Mimosa promotional materials, television, radio, digital advertising or local mail. All Products featured in printed media must meet our requirements and recommendations regarding inclusion of descriptive copy, illustrations, logo and trademark usage. In broadcast or other online or visual media, Mimosa must be mentioned at least as often as either you or other manufacturers. The time devoted to Mimosa must be proportionate to our spending. Advertising must contain our logos, Product illustrations, Product descriptions, and meet any conditions specified in the Program guidelines.

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