

# VIVID-PIX<sup>®</sup>

## AFFILIATE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made between Vivid-Pix ("Vivid-Pix"), a Georgia LLC, with principal offices at 2126 East Victory Drive, PMB 303, Savannah, GA 31404, and \_\_\_\_\_ ("**Affiliate**"), a \_\_\_\_\_ (add company type: LLC, 501(c)3, Sole-Proprietor, Corporation, Other) with principal offices at \_\_\_\_\_ effective as of \_\_\_\_\_ ("**Effective Date**"). This Agreement includes: i. the creation and operation of a purchase process whereby Vivid-Pix provides image improvement software and cloud based infrastructure, ii. Affiliate creates consumer awareness of Vivid-Pix software and the Affiliate's POP Code, iii. tracking of customer purchases and payment of revenue share or donation by Vivid-Pix to the Affiliate. Through website tracking or the first-time consumer installs software, the consumer registers an Affiliate POP Code. This Code is stored in Vivid-Pix database or is retained by the computer software. When the consumer purchases the software Vivid-Pix pays the Affiliate a Revenue Share or Donation.

1. **Customer Experience.** Affiliate activities drive customers to [www.Vivid-Pix.com](http://www.Vivid-Pix.com). Upon a customer reaching the Web Site, Vivid-Pix captures the Affiliate POP Code, provides an explanation of the software and gives the customer the offer to try or buy the software. Affiliates may install the software onto customer computers and enter POP Code during install. The Affiliate may also purchase and sell Prepaid Software Cards.
2. **Customer Experience – Mobile.** Affiliate activities drive customers to [www.Vivid-Pix.com](http://www.Vivid-Pix.com) or to iTunes/Play. Upon a customer reaching the Site, Vivid-Pix provides an explanation of the software and gives the customer the offer to try or buy the software.
3. **Revenue Share / Donation.** When a customer purchases software within one year of software download or install, education, scanner or digitization services purchase, Vivid-Pix will pay the Affiliate 20% of Software, 20% of Education, 5% of Scanner/Scanner Bundles, and 10% of Digitization Services Net Revenue. Net Revenue consists of revenue received, less discounts, refunds, and any 3<sup>rd</sup> party licensing.
4. **Revenue Share / Donation Payment.** Within thirty days of each month end, Vivid-Pix will email an electronic report to Affiliate including units tried and purchased, calculation of Net Revenue, and Revenue Share / Donation. Vivid-Pix will initiate a payment to the Affiliate's PayPal or credit card.
5. **Retail Program.** Affiliate may purchase prepaid software cards from Vivid-Pix or distributor. Affiliate will sell the card to the customer. Vivid-Pix will Activate the software through the Web Site. Affiliate establishes retail price and sells prepaid software license. Consumer downloads software from Vivid-Pix. During promotional periods, Affiliate agrees to market software above MAP Prices: LAND & SEA SCUBA \$39.99, RESTORE \$39.99.
6. **International Responsibilities.** If the product is distributed outside of the United States, Affiliate is responsible for any and all shipping and import requirements, applicable VAT or other taxes, duties, and other fees and paperwork that are required for the market in which they distribute or sell.
7. **Accountings.** Each party will bear its own costs and expenses with respect to its performance of this Agreement.
8. **Page Interruptions.** The operation of each party's websites and related businesses under this Agreement may be subject to errors, interruptions, or shutdowns due to causes beyond the operating party's reasonable control ("Force Majeure"). The operating party will not be liable for any such Force Majeure, provided that the operating party uses commercially reasonable efforts to eliminate Force Majeure as soon as reasonably practical.
9. **Term.** The term begins on the Effective Date and expires twelve months after the Launch Date. Thereafter, the Term will be automatically renewed for additional successive one-year periods. Either party may give the other party at least sixty-day notice to end this agreement.
10. **Limitation of Liability.** NEITHER PARTY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY OR ITS CUSTOMERS IN AN AMOUNT GREATER THAN THE PURCHASE PRICE OF THE SOFTWARE FOR ANY DAMAGES, COSTS, AND/OR EXPENSES ARISING UNDER THIS AGREEMENT, WHETHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR DIRECT, INCLUDING THE USE, MARKETING, SALE OR DISTRIBUTION OF ANY PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ASSERTED FOR.
11. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Georgia, U.S.A.
12. **Terms and Conditions and Privacy Policy.** All users who license Vivid-Pix software or otherwise register with Vivid-Pix will explicitly agree to the License Terms and Conditions and Privacy Policy of Vivid-Pix.

The parties have executed this Agreement as of the Effective Date.

<b>Vivid-Pix</b>		<b>Affiliate</b>	
Name	Richard E. Voight	Name	_____
Signature	_____	Signature	_____
Title	CEO	Title	_____
E-mail	<a href="mailto:Rick.Voight@Vivid-Pix.com">Rick.Voight@Vivid-Pix.com</a>	E-mail	_____
Phone #	404-664-9897	Phone #	_____

**Contact Information**

Company Name _____	Contact Name _____	Conf. Email _____
Shipping Address _____	Title _____	Fulfillment _____
City _____ State ____ Zip _____	Phone _____	Shipping _____
Federal Tax ID # _____	Email _____	Invoice _____
Order Taken By _____	Order Location _____	Payment _____
		Follow-up _____