

SONY ELITE DEALER AGREEMENT

This Elite Dealer Agreement (“**Agreement**”) is made and entered into as of ____, 2010 (“**Effective Date**”) by and between Sony Creative Software Inc., a Delaware corporation with an address at 16530 Via Esprillo, San Diego, CA 92127 (“**Sony**”), and _____, a _____ with n address at _____ (“**Dealer**”); and Sony and Dealer are collectively, the “**Parties**” or each separately as, a “**Party**”).

WHEREAS, Sony wishes to provide certain incentives to its dealers to increase sales of Products (as defined below), and Dealer desires to participate in such incentives to increase its sales of Products.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- 1.1 “Demo System” means Supermicro workstation designated Dealer presentations, training, and sales demonstrations.
- 1.2 “Distributor” means the authorized Elite Distributor that Dealer works with to receive Products.
- 1.3 “Incentive” means a rebate equal to ten percent (10%) of all Sony stand-alone and site licensed product purchases that Dealer makes for re-sale from the authorized Sony Elite Dealer distributor.
- 1.4 “MAP” means Minimum Advertised Price.
- 1.5 “MSRP” means Manufacturer’s Suggested Retail Price.
- 1.6 “Product” or “Products” means any and all Sony software products available for sale to Dealer by the authorized Sony Elite Distributor.
- 1.7 “Systems” means all of the Supermicro variations combined.
- 1.8 “Supermicro Editor” means single Intel CPU workstation with Vegas Pro and DVD Architect Pro disk.
- 1.9 “Supermicro Master Suite Professional” means single Intel CPU workstation with Vegas Pro Master Suite installed. “Supermicro Master Suite Pro Plus” means dual Intel CPU workstation with Vegas Pro Master Suite installed.
- 1.10 “Supermicro Master Suite Extreme” means advanced dual Intel CPU workstation with Vegas Pro Master Suite installed.
- 1.11 “Vegas Pro Master Suite” means collection of software applications, training, and content consisting of Vegas® Pro, Sound Forge® Pro, ACID®Pro, DVD Architect™ Pro, Vegas Pro Production Assistant, along with Seminar Series Training DVDs, VASST “Fasst Start Guide to Vegas Pro,” and bonus audio content.
- 1.12 “Vegas Pro Elite Dealer logo” means the graphic design indicating Vegas Pro Elite Dealer status.
- 1.13 “MDF” means the Elite Dealer Market Development Fund Program.

2 Dealer agrees to promote the Systems and the Sony Vegas Pro Master Suite as part of the Dealer’s portfolio of content creation products.

3 **Demo System.** Dealer is eligible to purchase one (1) System for use as their Demo System, at the special discounted Demo System price as outlined by its Distributor. Demo System may be the Supermicro Professional, Supermicro Pro Plus, or Supermicro Extreme system. The Demo System may not be the Supermicro Editor system. A Dealer purchasing and maintaining a Demo System will be clearly identified as a “Demo System Site” in the online Sony Elite Dealer Finder.

3.1 Dealer understands that the primary purposes of the Demo System are:

3.1.1 Providing Vegas Pro Master Suite demonstrations for customers

3.1.2 Sales and operational training on the Vegas Pro Master Suite collection for Dealer personnel

3.2 Dealer must keep the Demo System for a minimum of one hundred and eighty (180) days from initial delivery before re-selling.

3.2.1 Elite Dealer provides email notification to Sony and the authorized Elite Distributor, indicating the name of customer, date of sale, and the serial number of the Supermicro Master Suite Demo System, and

3.2.2 Dealer is eligible to purchase another System to be used as a Demo System immediately upon the sale of the existing Demo System.

4 Vegas Pro Elite Dealer Logo. Dealer is allowed to use the Vegas Pro Elite Dealer logo on its website, on printed material including company letterhead and business cards, on email correspondence, and in advertising and promotional content. Dealer agrees to use the Vegas Pro Elite Dealer logo in accordance with accepted best case business practices and with the trademark guidelines attached herein.

5 MDF. Dealer is eligible for participation in the MDF provided that Dealer is in good standing with its Distributor and Sony, and that it adheres to the MAP guidelines for all Products.

5.1 To participate in the MDF, Dealer must provide an outline of its marketing plans for which funds are requested, along with any associated price quotes. Marketing plans should be submitted in the form of an email, with attachments as required. At its sole discretion, Sony may approve in whole or in part the MDF proposal from the Dealer. This approval will be in the form of an email.

5.2 Once approved by Sony, the Dealer must submit proof of performance (POP) in order to receive the MDF funds. POP can include a copy of an ad, screen capture, 3rd party invoice, or other proof that sufficiently demonstrates fulfillment of project.

5.3 POP must be submitted within sixty (60) days of the first invoice related to the activity.

6. Elite Dealer Incentive. Dealer is eligible to receive an Incentive if Dealer satisfies the following:

6.1 Dealer must purchase a minimum of one thousand dollars (\$1,000) worth of Products per calendar quarter;

6.2 Dealer must provide Sony with copies of invoices showing that the minimum purchase of Products requirement was met within thirty (30) days of the close of the quarter; and

6.3 Submission of receipts or invoices should be in the form of an email, with attachments as required.

6.4 If Dealer complies with the requirements of this Section such that Dealer receives an Incentive, Dealer agrees that the Incentive must be used as follows:

6.4.1 To purchase any Product from the Sony authorized Elite Distributor, at prevailing dealer prices;

6.4.2 Within thirty (30) days of notification of receiving the Incentive, or it will be forfeited; and

6.4.3 Products purchased with the Incentive may be re-sold or used for promotional purposes.

7 MAP Guidelines. The MAP guidelines for the Systems are currently the same as the MSRP:

Supermicro Editor	\$2,999 MAP/MSRP
Supermicro Master Suite Professional	\$3,999 MAP/MSRP
Supermicro Master Suite Pro Plus	\$4,999 MAP/MSRP
Supermicro Master Suite Extreme	\$6,999 MAP/MSRP

8 General Provisions

8.1 Reservation of Rights. Sony reserves the right to change the design or specification or discontinue the manufacture or sale of any or all of the Products at any time without prior notice to the Dealer. Nothing in this Agreement shall constitute or be construed to constitute a sale of any right, title or interest in and to any Product, or its associated copyrights, trademarks, patents or other intellectual property rights, whether to the Dealer or any other third party. Sony retains full and complete title to all Systems and Products and any and all intellectual property rights related thereto, regardless of the media or form in which copies of such material may exist. Dealer covenants that it will not reproduce, copy, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Products, or rent, lease or make the Products available free of charge without the prior written permission of Sony.

8.2 Trademarks and Trade Names. Dealer agrees not to remove any trademarks, service marks, designs, markings, logos and/or trade names of SCS (collectively, the “**Trademarks**”) on any Systems or Products sold by Dealer. Dealer’s use

of Trademarks shall strictly comply with the Trademark Guidelines. All use of any of the Trademarks hereunder shall inure solely to the benefit of SCS. Dealer shall not use any of the Trademarks, or any mark or name confusingly similar thereto, in any manner (including without limitation incorporating any variation of the Trademarks into Dealer's name), except that Dealer may use the Trademarks in reasonable sales and promotional materials in accordance with the terms of this Agreement. Dealer shall not register any of the Trademarks or any mark or name closely resembling them, including, without limitation, trademark or service mark filings with governmental agencies within the Territory, web site URLs or other similar materials. To the extent that any such registrations have occurred, Dealer agrees to transfer such registrations to SCS immediately. In the event Dealer may own or acquire an interest in a Trademark in the Territory for any reason, Dealer agrees to transfer such rights to SCS and hereby waives any rights in and to such Trademarks.

8.3 Representations and Warranties of Dealer. Dealer represents and warrants that: (i) Dealer is free to enter into and fully perform under this Agreement; (ii) Dealer has the sole right and authority to enter into this Agreement and to grant and assign all of the rights, titles, interests and benefits granted and assigned hereunder; and (iii) Dealer's Services will not in any way constitute violations or any law, ordinance, rule or regulation in the Territory.

8.4 Consequential Damages. EXCEPT FOR LIABILITIES ARISING IN CONNECTION WITH DEALER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT (IN EACH CASE, WITH RESPECT TO WHICH THE LIMITATIONS OF THIS SECTION SHALL NOT APPLY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE SUFFERED BY EITHER OF THEM WITH RESPECT TO THE SUBJECT MATTER HEREOF. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER OR NOT MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL.

8.5 Notices. All notices shall be effective (i) when delivered personally, (ii) five (5) days after deposit in mail in accordance with the terms of this Section, or (iii) the business day when delivered by a nationally recognized courier. All notices under this Agreement shall be sufficient if sent by either certified mail, return receipt requested, facsimile or hand delivery to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party:

To Sony:	Sony Creative Software Inc.	To Dealer:
	16530 Via Esprillo	
	San Diego, CA 92127	
	Attention: General Counsel	

8.6 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other causes that are beyond the reasonable control of such party.

8.7 Severability. In the event any provision, term, condition, or covenant contained in this Agreement (or portion thereof) is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will remain in full force and effect.

8.8 Non-Assignment. This Agreement is may not be assigned by Dealer. This Agreement may be assigned by Sony, in its discretion.

8.9 Waiver. Except as otherwise provided in this Agreement, either party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

8.10 Captions. The titles of headings, sections or paragraphs set forth in this Agreement have been inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the provisions of this Agreement.

8.11 Cumulative Remedies. Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable law.

8.12 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior communications and agreements between them with respect to the subject matter hereof and may not be modified or otherwise amended except by a further writing executed by authorized representatives of both parties hereto, which writing specifies that it is an amendment hereto.

8.13 Jurisdiction. This Agreement shall be deemed to have been made and executed in the State of Delaware and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles. In the event of any dispute related to this Agreement, the prevailing party shall be entitled to recover all its expenses related to such dispute including reasonable attorneys' fees and court costs. The parties agree to submit any dispute relating to this Agreement to the jurisdiction of the federal or state courts in the State of Delaware, United States of America. **THE PARTIES SHALL NOT RAISE IN CONNECTION THEREWITH, AND HEREBY WAIVE, TRIAL BY JURY AND/OR ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, THE LACK OF PERSONAL JURISDICTION, THE SUFFICIENCY OF SERVICE OF PROCESS OR THE LIKE IN ANY SUCH ACTION OR SUIT.**

8.14 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each Party agrees that the delivery of this Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, Dealer and Sony have executed this Agreement as of the Effective Date.

SONY

DEALER

By: Brad Reinke
Title: Senior Vice President, General Manager

By:
Title:

EXHIBIT A

TRADEMARK GUIDELINES

Bundled Sony software:

Vegas®Pro software <<http://www.sonycreativesoftware.com/vegaspro>>

DVD Architect™ Pro 5 software

Vegas Pro Production Assistant™ software

Dolby® AC-3 Pro Encoder software

Sound Forge™ Pro software <<http://www.sonycreativesoftware.com/soundforge>>

ACID® Pro software <<http://www.sonycreativesoftware.com/acidpro>>

Other related items:

Blu-ray Disc™ <<http://www.sonycreativesoftware.com/blurayauthoring>>

Sony Creative Software

Super Micro Computer Inc.

Supermicro®