

UNITED STATES AND CANADA

AUTHORIZED RESELLER AGREEMENT

This Reseller Agreement (“Agreement”) is electronically entered into this ____ day of _____, 201__ (“Effective Date”) by and between Navico, Inc., a Delaware corporation with a registered office at 4500 South 129th East Avenue, Suite 200, Tulsa, OK 74134-5885 (hereinafter referred to as “Navico”); and _____, a _____ corporation with a registered office at _____ (hereinafter referred to as “Reseller”). (Certain terms are defined in Section 29 of this Agreement.) This Agreement describes the rights and obligations of Reseller and Navico with respect to the appointment of Reseller as an Authorized Reseller of the Products. Reseller and Navico each acknowledge that the following terms and conditions are essential to maintaining the viability of Navico’s distribution network for the Products and ensuring the success of its Authorized Resellers. Navico and Reseller are each sometimes referred to herein as a “party” and collectively as the “parties.”

Both parties acknowledge each other’s right and ability to undertake the terms of this Agreement and,

1. Appointment. Subject to the terms and conditions of this Agreement, Navico appoints the Reseller (and only the Reseller doing business under the approved name(s) and using the approved website(s), if any, appearing in Schedule B or otherwise approved by Navico in writing in advance of such use and which approval has not been rescinded by Navico in whole or part) as a non-exclusive Authorized Reseller of the Products to End-Users within the Territory at the locations approved by Navico. The Reseller will submit orders during the Term for any or all of the Products: (a) to any or all of the Authorized Distributors or (b), if and as directed by Navico, to any or all of the Authorized Distributors and Navico. Each such order will be subject to (and the Reseller will comply with) the prices, credit, payment, discount and other terms and conditions of sale: (i), if such order is accepted by an Authorized Distributor, as determined between the Reseller and such Authorized Distributor; and (ii), if such order is accepted by Navico, pursuant to the Terms of Sale set forth in Navico’s Master Program Book.

2. Internet Advertising and Sales. The Reseller is expressly prohibited from advertising for resale and/or selling the Products on the Internet.

3. Transshipping.

a. Reseller shall not Transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any Product bearing a trademark, copyright, patent, or name associated with Navico, which Reseller purchased or obtained from a source other than directly from Navico or an Authorized Distributor. Reseller shall not obscure or alter in any fashion the serial number on any Product or its packaging.

b. Liquidated Damages. For each occasion that Reseller breaches Section 3 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to Navico under this Agreement and at law, Reseller agrees to pay Navico, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Navico’s investigation and enforcement regarding the Reseller’s unauthorized sales; or (ii) five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive, that Navico’s damages due to the breach of Section 3 of this Agreement are difficult to quantify, and that these liquidated damages are a reasonable approximation of Navico’s damages in the event of a breach.

4. Geographic Sales Boundary.

a. Reseller may only sell and advertise for sale the Products within the Territory. Navico hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.

b. Liquidated Damages. For each occasion that Reseller breaches Section 4 of this Agreement by engaging in the unauthorized sale of Products to any person or entity outside the Territory, in addition to all other remedies available to Navico under this Agreement and at law, Reseller agrees to pay Navico, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Navico’s investigation and enforcement regarding the Reseller’s unauthorized sales; or (ii) five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these

damages are not punitive, that Navico's damages due to the breach of Section 4 of this Agreement are difficult to quantify, and that these liquidated damages are a reasonable approximation of Navico's damages in the event of a breach.

5. Intellectual Property.

a. Grant. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users.

b. Restrictions and Limitations.

(i) Reseller may not use the Licensed IP on the Internet (except to identify itself to consumers as an "Authorized Reseller of Navico Products," using the format provided or approved by Navico).

(ii) Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Navico; (b) not modified in any manner without the prior written consent of Navico; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (d) displayed according to specifications which Navico may provide or amend from time to time.

(iii) Reseller shall perform all acts requested by Navico to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any of Navico's trademarks.

(iv) Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of Navico. Reseller shall not do anything inconsistent with Navico's ownership of the Licensed IP, including, but not limited to, using, causing or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Navico's title to or rights in the Licensed IP.

(v) Reseller shall not use the Licensed IP in a manner that disparages Navico or the Products, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays Navico or the Products in a false, competitively adverse or poor light.

(vi) Except for a sixty (60) day sell-through period from the date of termination of this Agreement, upon termination of this Agreement Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an Authorized Reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to Navico all Confidential Information (as defined in Section 15 below) including, but not limited to, all documents and information concerning prices, marketing, advertising and promotional activities.

(vii) Reseller shall promptly inform Navico of any action or conduct of any person which may infringe upon any of Navico's intellectual property rights. Navico shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Navico. Reseller shall cooperate fully with Navico in connection with any legal action taken by Navico in connection with any such infringement.

(viii) Reseller shall comply with the additional conditions regarding the use of Navico's intellectual property described in Schedule A headed "Using Navico's Intellectual Property."

6. Promotional Materials; Promotional Funds. During the term of this Agreement, Navico may make available to Reseller such promotional funds and advertising, display, and promotional materials for the Products as Navico deems appropriate in its sole and absolute discretion. Reseller agrees that any promotional funds received by Navico under any Navico promotional funds program shall be used by Reseller solely for the promotion of the Products and for no other purpose. Reseller agrees to maintain and make available to Navico reasonably

detailed documentation and records of Reseller's use of any such promotional funds as required by Navico's terms and conditions governing any such programs.

7. Reseller Obligations. Except as otherwise directed or approved by advance written notice to the Reseller from Navico or otherwise expressly permitted by this Agreement, the Reseller shall, at its own expense, do each of the following:

- (a) display, promote, demonstrate, market and sell the Products;
- (b) promptly and effectively respond to questions from (i) actual and prospective End-Users of the Products, (ii) the Authorized Dealers and Authorized Distributors, and (iii) Navico, including without limitation questions and requests from Navico regarding any or all of the customers of the Reseller;
- (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Products;
- (d) represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity or goodwill of Navico and the Products;
- (e) promptly transmit to each individual and entity communications from Navico as Navico designates;
- (f) maintain and stock (i) an adequate supply of the Products to satisfy the demand of its customers; and (ii) a representative sample of all Products;
- (g) comply with the Terms of Sale set forth in Navico's Master Program Book for orders fulfilled by Navico;
- (h) provide quality post-sale support for all End-Users that purchase the Products; and
- (i) avoid any illegal or unethical actions, including without limitation "bait and switch" practices, and conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation or ordinance. Reseller agrees not to engage in any unfair trade practices. Reseller agrees to comply with all applicable export or import control laws and regulations, anti-boycott laws and regulations, taxes, customs or tariffs regulations, economic sanctions, and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). Reseller may not bribe, corruptly pay, offer to pay, or give anything of value to any foreign government official, foreign political party, foreign political candidate, an employee of a wholly or partially state-owned enterprise, any public international organization official or any other person with the knowledge that the payment, promise or gift will be passed on to any of the foregoing, in order to influence an official act or decision that will assist the person or entity in securing an improper advantage, in obtaining or retaining business, or in directing business to any other person or entity. Anything of value may include but not be limited to gifts, charitable donations, travel expenses, goods, services, excessive entertainment, kickbacks, or other personal or financial favors for foreign officials or any member of his/her family. Reseller represents and warrants that neither it nor any of its principals, directors, officers or employees are public officials, government officials, foreign officials, candidates of political parties, or other persons who might assert illegal influence on Navico's behalf, and that it will promptly inform Navico of any changes in status. Reseller will not will not export, reexport, or transfer Navico's Products to a third party if such activity would violate any applicable export control laws or economic sanctions. Reseller represents and warrants that it will not sell Navico Products or provide services to any person specifically targeted by OFAC sanctions or located in a country or region subject to comprehensive OFAC sanctions, which currently include Iran, Cuba, Syria, North Korea, Sudan or the Crimea Region of Ukraine.

Reseller will be individually liable for any illicit acts committed by its directors, officers, employees and agents should they infringe any of the laws, rules, or regulations listed above. Reseller shall, at its own expense, indemnify, defend and hold Navico, its directors, officers, employees and agents harmless from and against any and all costs, claims, liabilities, losses, causes of action, damages, settlements, judgments, and payments (including without limitation, costs of litigation and reasonable attorneys' fees as may be incurred in defending any civil, criminal, or administrative action brought against Navico, its officers, employees or agents of Navico) that may result from a violation of this paragraph.

8. Termination. This Agreement may be terminated as follows:

- a. by Navico immediately upon written notice to Reseller in the event of a breach by Reseller of Sections 1, 2, 3, 4, 5 or 6 of this Agreement;
- b. by Navico or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party;
- c. immediately upon a change in ownership as set forth in Section 16 below; or
- d. by either party upon a continuing force majeure as set forth in Section 27 below.

9. Liability & Obligations Upon Expiration/Termination. Neither Navico nor Reseller shall be liable to the other by reason of the expiration or termination of this Agreement, including, without limitation, liability based in law or in equity, compensation, reimbursement, or damages for present or prospective profits, or on account of investments, expenditures or commitments made by Reseller, or as a result of the establishment, development or maintenance of the goodwill of Navico, the Reseller or the Products. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products sold or for any other matter or reason that accrued prior to the termination or expiration. Upon expiration or termination of this Agreement, Reseller shall immediately cease to represent itself as an Authorized Reseller of Navico Products, cease all use of Navico's intellectual property, and return to Navico all advertising, promotional, display and other materials that have been furnished to Reseller by Navico. The acceptance by Navico of a Reseller purchase order after the expiration or termination of this Agreement shall not be deemed a renewal or extension of this Agreement, or a waiver of its termination or expiration or a waiver of any prior breach. However, Navico shall be under no obligation to fulfill any orders by Reseller after Termination.

10. Amendment, Waivers and Modifications.

a. Except as otherwise set forth in Section 10(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

b. At any time and upon notice, Navico may modify any or all of the Schedules to this Agreement and any announcements or other documents provided to Authorized Reseller by Navico and rescind any or all of the approvals referred to in this Agreement, with each such modification or rescission becoming effective immediately upon delivery of such notice, unless Navico notifies the Reseller in writing of another effective date.

11. Product Recall.

a. In the event that any Product is found by Navico, Reseller, or any governmental agency or court having jurisdiction over such Product to contain a safety hazard or other defect or condition that requires or would make advisable a rework or recall of such Product, such party shall promptly communicate all relevant facts to the other party. Navico shall promptly undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents required under applicable law or regulation; provided that Reseller shall reasonably cooperate with and assist Navico in any such filing and corrective action, at Navico's expense; and, provided further, that nothing in this section shall preclude Reseller from taking such action as may be required of it under any applicable law or regulation or business purpose. Navico shall perform all necessary repairs or modifications to the Product at its sole expense.

b. The parties recognize that it is possible that other Navico-manufactured products might contain the same safety hazard, defect, or other condition described in the preceding paragraph. Reseller and Navico agree that any recall involving any Product purchased by Reseller shall be treated separately and distinctly from similar results of Navico's brand products, provided that such separate and distinct treatment is lawful and that Navico shall in no event fail to provide at least the same protection to Reseller with regard to such Product as Navico provides to its other customers in connection with a recall of such Product or other Navico products. Each

party shall consult the other prior to making any statements to the public or a governmental agency concerning issues relating to any product recall of a Product, except where such consultation would prevent timely notification required to be given under any such law or regulation.

12. Changes by Navico. Navico reserves the right at any time to discontinue the production, sale or distribution of any of its Products, to change the design of its Products and any parts thereof, and to change its service, warranty, price, or other policies, without advance notice or obligation to the Reseller of any kind whatsoever. Reseller agrees that it shall have no claim against Navico or any of its agents or affiliates for failure to furnish such Products, whether or not such Products are of a model, design or type previously sold.

13. Unilateral Policy. Reseller acknowledges that Reseller has been informed of Navico's Unilateral Policy as it applies to the advertisement and sale of Navico Products from Authorized Resellers and/or Authorized Dealers to End-Users in the United States and Canada. There is no agreement, express or implied, between Navico and Reseller with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Navico tries to coerce Reseller to agree to the price at which Reseller advertises or resells Navico Products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Navico's Policy Coordinator at map@navico.com.

14. Limitation on Liability.

a. EXCLUDING THIRD PARTY PRODUCT LIABILITY CLAIMS AND THIRD PARTY INTELLECTUAL PROPERTY INDEMNIFICATION CLAIMS, NAVICO'S TOTAL LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS PAID BY RESELLER IN AGGREGATE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT CAUSING THE LIABILITY. IN NO EVENT SHALL NAVICO BE LIABLE TO RESELLER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOSS OF PRODUCTION, LOSS OF PROFITS OR SAVINGS, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF USE OF THE PRODUCTS, LOSS OF TIME, DAMAGE TO PROPERTY CAUSED BY THE PRODUCTS, INCONVENIENCE, AND OTHER CONSEQUENTIAL ECONOMIC LOSS EVEN IF NAVICO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY OTHER CONTRACT, THIS PROVISION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF FAULT. NAVICO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO NAVICO PRODUCTS SOLD TO THE RESELLER, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Navico shall defend, indemnify and hold harmless Reseller from and against any and all third party claims and liabilities, arising out of or in connection with a claim that any Product, when used within the scope intended, infringes, violates or misappropriates a valid third party patent or copyright existing on the date of this Agreement. Navico shall have no obligation to the Reseller or to any other party with respect to any action or claim of infringement based upon or arising out of the use of any Product, or any part thereof if the Product has been used: (i) in a manner for which it was not intended; (ii) in a modified form without the express written permission of Navico; (iii) in combination with any other system, equipment or devices not contemplated by the applicable model specifications; or (iv) if the Products have been refurbished. Reseller shall not be entitled to indemnification by Navico for Product infringement unless Reseller: (i) gives Navico prompt written notice of any action or threat of action, the ground for such action and all prior claims relating to any actual or threatened action; (ii) acknowledges in writing that Navico will have the sole control of the defense of the action and all negotiations for its settlement or compromise and (iii) fully and completely cooperates with Navico in all reasonable respects (and at Navico's cost and expense) in its defense of the action and all negotiations for its settlement or compromise to third parties. The foregoing indemnification shall not apply to any claim of patent or copyright infringement based upon the use of any part, component or other device furnished or supplied by Reseller. If any Product, or any part thereof, supplied by Navico hereunder, becomes, or in Navico's opinion is likely to become, the subject of a claim of infringement of a United States or Canadian or foreign patent, trademark or copyright, Reseller shall permit Navico, in Navico's sole discretion and at Navico's sole expense (i) to procure for Reseller the right to continue using and selling the Product upon terms and conditions satisfactory to Navico and the third party claimant, or (ii) to replace or modify the Product so that it becomes non-infringing.

15. Confidentiality. In connection with the business relationship contemplated by this Agreement, each party may receive or have access to commercially valuable technical and non-technical confidential or proprietary information of the other party, including information in whatever form, relating to the business of such party that is not generally known or available to others, including new product styles and designs, trade secrets, pricing strategies, marketing, business plans, and any logins and passwords provided by Navico (the “**Confidential Information**”). Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law. If disclosure is required by law, the party required to disclose Confidential Information shall reasonably cooperate with the other party (at the other party’s request and expense) so that the other party may preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include, and neither party will be liable for disclosure of, any information received by the receiving party under this Agreement if the information: (a) is or becomes generally available to or known to the public through no wrongful act of the receiving party; (b) was previously known by the receiving party through no wrongful act of the receiving party; (c) was independently developed by the receiving party without reference to the Confidential Information; or (d) was lawfully disclosed to the receiving party by a third party under no obligation of confidentiality to the other party.

16. Assignment and Relationship. This Agreement and any and all duties and obligations hereunder may not be delegated, transferred, sublicensed or assigned by the Reseller, in whole or in part, without the prior express written consent of Navico. Each delegation, transfer or assignment by the Reseller without such consent shall be void. Any change in ownership of Reseller whether through the sale of its stock, a merger, reorganization or sale of its asset, in a single transaction or a series of related transactions, or any change in senior management if Reseller is a privately-owned business, shall be deemed a transfer entitling Navico to terminate this agreement without notice. Nothing contained herein or elsewhere shall affect, modify or change the fact that Navico and the Reseller are separate legal entities and are not representatives or agents of each other. Reseller specifically acknowledges that this Agreement does not create any agency or franchise relationship and that no direct or indirect fee has been paid by Reseller in connection with the establishment of this buyer/seller relationship. This Agreement does not create or constitute a partnership, joint venture or, franchise between Navico and the Reseller nor shall it constitute or be deemed to constitute the Reseller as agent of Navico for any purpose whatsoever. The Reseller shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind Navico, (b) contract in the name of Navico and (c) create a liability against Navico. Navico shall bear no responsibility, directly or indirectly, for the retail locations or for the transactions made through said retail locations.

17. Acceptance/Rejection/Cancellation of Orders. At all times, Navico shall have the right to: (a) accept, reject or, if already accepted by Navico, cancel any one or more orders from Reseller for any reason or no reason; (b) allocate any or all items of the Products in such manner as Navico deems advisable; and (c) in the event that Navico should determine that one or more special credit restrictions (as defined by Navico) apply, impose such payment terms as Navico deems appropriate prior to doing either or both of the following: (i) accepting any or all new orders from the Reseller or (ii) filling or completing any or all pending orders (even if accepted) from the Reseller.

18. Buyback. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Navico with a list of its inventory of the Products. Navico, at its option, will have the right to repurchase from Reseller any saleable Products in Reseller’s inventory by sending written notice of the exercise of such option within thirty (30) days from the effective date of expiration or termination or the date Navico receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances that Navico may have given Reseller on account of such Products, and less any restocking fee incurred. If such option to repurchase is exercised by Navico, Reseller agrees, at Reseller’s expense to deliver to Navico Reseller’s inventory of the Products in their original packages within thirty (30) days of receipt of Navico’s notice of exercise.

19. Law and Venue. This Agreement shall be deemed to have been entered into and fully performed in the State of Oklahoma and shall be governed by and interpreted under the laws of the State of Oklahoma without regard to that state’s conflicts of laws provisions. All controversies, disputes and claims arising out of or relating in any way to this Agreement between Navico and the Reseller shall be litigated at the trial level as a bench trial only in federal or state court in Tulsa, Oklahoma, as **each Party, on behalf of itself and its Affiliate(s), hereby: (a) waives trial by jury;** (b) submits to personal and subject matter jurisdiction in such

courts; (c) agrees not to contest venue; and (d) agrees that, notwithstanding any statutory provision to the contrary, the Reseller must bring any alleged claims against Navico arising under this Agreement within one (1) year of the claim arising or any such claim shall be waived. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Oklahoma and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient. The parties expressly disclaim application of the United Nations Convention on the International Sale of Goods.

20. Conflicts with Orders. In the event that Navico receives one (1) or more orders (or similar or related documents) from the Reseller which contain(s) one or more provisions which are inconsistent with or in addition to any or all provisions of this Agreement: (a) each such order (or document) will be conclusively deemed to be governed by this Agreement; (b) each such inconsistent or additional provision will be deemed stricken; and (c) no order submitted by Reseller will be deemed to be governed by any provision(s) other than that or those contained in this Agreement, unless and until a written supplement is duly executed by both of the parties which adopts such provision(s).

21. Headings; Contract Interpretation. The headings appearing at the beginning of this Agreement are for convenience only and shall not be deemed to define, limit or construe the contents thereof. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Time is of the essence with respect to this Agreement. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender. If any or all parts of this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such part shall be deemed not to be part of this Agreement.

22. Integration. This Agreement, the attached Schedules, any additional terms and conditions mutually agreed upon in writing by the parties and Navico's written invoices, all as modified from time to time: (a) constitute the entire understanding and agreement of the Parties with respect to the subject matter thereof; (b) are intended to govern the relationship between the Parties therefore; (c) supersede any and all agreements, understandings, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the parties, as each party hereby waives its right, if any, to modify this Agreement orally. Each party acknowledges and agrees that: (i) each agreement (other than this Agreement) between any or all of Navico and its Affiliate(s) and predecessor(s) on one hand (collectively, the "**Navico Entities**") and any or all of the Reseller and its Affiliate(s) and predecessor(s) on the other has been fully performed by the Navico Entities; (ii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each party under this Agreement and the decision by each party to enter into this Agreement; and (iii) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged by facsimile, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

The parties hereby acknowledge and represent, by execution hereof, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

23. Remedies. Because the damages associated with any breach of this Agreement would be difficult, if not impossible to ascertain, Navico shall have the right: (a) to seek immediate injunctive relief (including but not limited to a temporary restraining order, preliminary and/or permanent injunctive relief) against Reseller without having to provide notice to Reseller and without the necessity of posting bond or other security and (b) to recover from the Reseller in each judgment wholly or partially in favor of Navico the attorneys' fees and litigation expenses of Navico, the court costs and damages as permitted by law, the costs of collection thereof

and other relief as a court may award or order. Navico's right to injunctive relief shall be in addition to and not in lieu of its right to obtain any other damages. Reseller hereby waives its right to an injunction to allow it to continue marketing, advertising, offering for sale, and/or selling Products or to use the Licensed IP once this Agreement has been terminated for any reason.

24. Non-Waiver. Except as otherwise expressly provided in this Agreement or as the parties otherwise may expressly agree in writing signed by both of the parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by Navico to exercise any right(s) under this Agreement or to insist upon full compliance by the Reseller with the Reseller's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) of thereof or otherwise thereafter limit the right of Navico to fully enforce any or all of the provisions and parts thereof.

25. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1, 3(a), 4(a), 5, 7, 9, 11, 14, 15, 18 and 19.

26. Notices. Except as otherwise provided herein, each notice described herein to either party (including without limitation to change a party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service, facsimile or e-mail to such recipient's principal address shown in the first paragraph of this Agreement and shall be considered effective or received when actually received or refused by such recipient, provided that the sending party has written confirmation thereof and such refusal was not due to electronic or mechanical malfunction or failure.

27. Force Majeure. Neither Navico nor Reseller shall be held liable or in default for failure of performance for any cause beyond their reasonable control such as, for example, acts of God, declared or undeclared war, fire, flood, interruption of transportation, embargo, insurrections, accident, explosion, governmental orders, regulations, restrictions, priorities or rationing, any strike, lockout or other labor troubles interfering with the production or transportation of the Products or interference with the supply of raw materials for production of the Products. If the force majeure in question prevails for a continuous period in excess of three (3) months, either party shall be entitled to give notice in writing to the other party to terminate this Agreement, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement shall terminate on the termination date set out in such notice.

28. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 *et seq.* ("ESIGN"), the Oklahoma Uniform Electronic Transactions Act, *Okla. Stat. tit. 12A, Sections 15-101-15-121* ("UETA"), the federal Personal Information Protection and Electronic Documents Act S.C. 2000, c. 5 ("PIPEDA"), An Act to Establish a Legal Framework For Information Technology R.S.Q., chapter C-1.1 (the "Quebec Act"), and/or each applicable province's adoption of the Canadian Uniform Electronic Commerce Act ("UECA"), as applicable, the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties. The parties agree that this Agreement shall be deemed to be in writing and the use of electronic signatures shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it. Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

29. Certain Definitions. For purposes of this Agreement (and regardless whether appearing in bold italics): (a) "**Affiliate(s)**" means any or all of the individuals and entities directly or indirectly controlling, controlled by or under common control with the party identified, with "control" and its variants in this context having the same meaning as under the U.S. federal securities laws; (b) an "**Authorized Dealer**" (or collectively, the "**Authorized Dealers**"), means an entity who is a party to a then current Authorized Dealer Agreement with Navico and who is listed on the "**Authorized Dealer List**" as being authorized by Navico to purchase Products from Navico and to promote and sell any or all Products to End-Users; (c) an "**Authorized Distributor**" shall mean an entity which is a party to a then current Authorized Distributor Agreement with Navico and whose business consists of the purchase of Products from Navico, the warehousing of such Products and the resale of

such Products to Authorized Resellers for sale to End-Users; (d) an “**Authorized Reseller**” (or collectively, the “**Authorized Resellers**”) means an entity who is a party to a then current Authorized Reseller Agreement with Navico and who is listed on the “Authorized Reseller List” as being authorized by Navico to purchase Products from Authorized Distributor(s) and/or Navico and to promote and sell any or all Products to End-Users; (e) an “**End-User**” means the purchaser of the Product(s) from an Authorized Dealer and/or Authorized Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party; (f) *the “Licensed IP”* means any or all of the patents, designs, trademarks, service marks, trade names, trade dress, product images, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information in which the Navico Entities claim(s) rights; (g) *the “Products”* means those Navico brand products and related equipment and accessories listed in Navico’s Online Price Book as amended from time to time; (h) *the “Term”* means the period from the Effective Date until this Agreement is terminated pursuant to Section 8 hereof; (i) the “**Territory**” shall mean the United States of America and Canada; and (j) to “**Transship**” shall mean the sale of Product(s) to any entity other than an End-User.

30. Choice of Language. The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in the English language only.

Les parties aux présent confer ment leur volonté que cette convention de même que tous les documents, y compris tous avis, s’y rattachent, soient rédigés en anglais seulement.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

Reseller: [Company Name]

By: _____

Name Printed: _____

Title: _____

Witness: _____

Name Printed: _____

Date: _____

Navico, Inc.

By: _____

Name Printed: _____

Title: _____

Witness: _____

Name Printed: _____

Date: _____

SCHEDULE A

Using Navico's Intellectual Property

As a Navico Authorized Reseller, you will benefit from the fame and inherent value signified by the Navico brand name and our various product trademarks. In addition to being under agreement to use Navico trademarks properly, it is in your best interest to assist in protecting the Navico marks by using them properly in all advertising and promotional materials.

The following guidelines must be followed when using all trademarks owned by Navico. These guidelines are in addition to those provided for print advertising of a particular product:

1. Reseller shall not use or register any Internet domain name containing any intellectual property, and shall submit to Navico for approval in advance true and complete copies of all World Wide Web pages which contain or refer to any intellectual property owned by Navico, and shall not use such intellectual property on its website without such prior approval.
2. Reseller shall not, without express written permission from Navico purchase Navico's intellectual property through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
3. The marks must be reproduced exactly from camera ready artwork provided by Navico.
4. If the Navico logo appears on the Reseller's stationery or business cards, the words "Authorized Reseller" must follow it. This can be accomplished by using the "Navico Authorized Reseller" artwork provided by Navico.
5. There must be no confusion with which entity the customer is dealing. The Reseller's name must be the most prominent name on the page. The Navico logo may not be the only source identifier on the page. The Navico logo trademark may not appear at the top of the page.
6. The Navico logo trademark must not be used in combination with another company mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.
7. The Navico logo trademark or any Navico product mark may not be used in a way that will dilute or diminish its value to Navico, such as on others' goods or in any non-approved form.
8. Any use of any Navico mark on a web page must adhere to these guidelines.
9. A superscript indicating a registered trademark (®) or trademark (™) or service mark (SM) symbol must appear next to all marks in all printed literature.
10. The registered trademark (®) or trademark (™) or service mark (SM) symbol must appear as a superscript following the appropriate mark on the first most prominent use on each page of a piece. All marks must be capitalized, italicized, or bolded or otherwise treated with prominence.
11. Any use of a Navico trademark which is not addressed in the guidelines set forth herein, must be approved by Navico prior to its use. Submittals for approval should be emailed to the attention of your Navico representative.

SCHEDULE B

**Other approved name(s) under which
the Authorized Reseller operates**

Apart from the name of the Authorized Reseller shown on the Signature Page, the Authorized Reseller may directly or indirectly advertise, promote and sell any or all items of the Products (or, if so designated by Navico, just one or more particular items of the Products) using only the business names indicated below:

**Approved website(s) used by the
Authorized Reseller**

Provided Reseller has been authorized by Navico to sell Products on the Internet and Reseller has executed the Internet Sales Addendum to the Authorized Reseller Agreement, Reseller may directly or indirectly advertise, promote and sell any of all items of the Products (or, if so designated by Navico, just one or more particular items of the Products) only on each website indicated below:
