

Technology Partner Agreement

This agreement sets out a simple, no-cost technology partnership so that the Partner's products work well with the OpenAVC platform. It is between **OpenAVC LLC**, 1808 N Main Street, Lillington, NC 27546, USA ("OpenAVC"), and the Partner named below.

Partner (company): _____

Address: _____

Contact name: _____ **Email:** _____

- 1. Purpose.** OpenAVC and the Partner agree to work together so that the Partner's product(s) listed in Exhibit A are supported by OpenAVC through a tested driver, and so that this compatibility can be shown to customers.
- 2. What OpenAVC provides.** OpenAVC will build, test, and maintain a driver for the listed product(s); list the product(s) as "Works with OpenAVC"; grant the Partner the right to display the "Works with OpenAVC" badge; and feature the product(s) in reasonable co-marketing (its website, demonstrations, and content).
- 3. What the Partner provides.** The Partner will provide evaluation hardware on loan, the relevant control protocol or API documentation, and a technical contact for questions. The Partner grants OpenAVC the right to use the Partner's name and logo to indicate that the product(s) work with OpenAVC.
- 4. Evaluation hardware.** Hardware provided by the Partner remains the Partner's property and is provided on loan for development, testing, and demonstration. The Partner ships it to OpenAVC at the address above. OpenAVC will return it at the Partner's request or when this agreement ends. Arrangements for return shipping will be agreed by both parties.
- 5. Trademarks and badge.** Each party grants the other a limited, non-exclusive, revocable permission to use its name and logo only to indicate compatibility between the product(s) and OpenAVC, following each party's brand guidance. Neither party gains any other right in the other's marks. Either party may revoke this permission in writing.
- 6. Confidentiality.** If either party marks information as confidential, the other will keep it confidential and use it only for this partnership. Neither party is required to share confidential information to take part.
- 7. No fee, no exclusivity.** There is no fee for this partnership. Nothing here is exclusive; either party may work with anyone else.

8. **Term and ending it.** This agreement starts on the last signature date and continues until either party ends it with thirty days' written notice. When it ends, badge and logo use stops and loaned hardware is returned.

9. **No warranty; limit of liability.** Each party provides its materials "as is." Neither party is liable to the other for indirect or consequential damages arising from this partnership.

Signatures

For OpenAVC LLC

For the Partner

Name: _____
Title: _____ **Date:** _____

Name: _____
Title: _____ **Date:** _____

Exhibit A – Product(s) covered

No-cost technology partnership. This document is provided for review; signing it establishes the partnership described above.