



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 <https://mimosa.force.com/Resellers>. We will send your account credentials to you via email. Only one license will be granted per partner. We recommend creating a Mimosa specific email address for your account (i.e. mimosa@reseller.com).

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 Bronze level. You may advance to higher levels by achieving and maintaining the criteria for a 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.

You can find the Program Guide in the Partner Portal or at www.mimosa.co/partnerprogram.

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.

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 accessible 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 of these 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 or social media account. 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 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 at partners@mimosa.co.

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 and branding guidelines. 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 – partners@mimosa.co).

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. At the beginning of the new year, you will keep your earned level from the prior year. It is your responsibility to maintain your status through the year. If you are unable to maintain your status, your level will be downgraded appropriately the following year. 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 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 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.

Not for Resale (NFR) Program | Program Objectives

Our Not for Resale (NFR) Program is aimed to allow eligible Partners to buy heavily discounted Products to update their demonstration equipment and laboratories in order to drive awareness, adoption and branding of Mimosa products within the market. Certain restrictions apply in eligible equipment and Resellers are relegated to one set of qualifying products per year.

Eligible Partners

Certified Bronze, 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 once per calendar year.

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. You may only receive 1 set of eligible equipment per calendar year (see pages 6-7).

All Product orders must be approved by Mimosa before and all requests must be completed in the Portal. Once a request is received, a Mimosa representative will follow-up in order to validate the order and create a NFR Opportunity. Mimosa reserves the right to change any aspect of the NFR Program at any time.

NFR Qualified Products

The following products are eligible for NFR requests. Please note Mimosa reserves the right to update the terms of the NFR Program at any time, including product eligibility and discount rate.

Products Eligible for NFR Discount

Product	P/N	Eligible for NFR Discount	Quantity Maximum
B5	100-00001	YES	2
B5c	100-00014	YES	2
B11	100-00036	YES	2
B24	100-00074	YES	2
A5-14	100-00017	YES	1
A5-14 ETSI	100-00057	YES	1
A5c	100-00037	YES	1
C5c	100-00070 100-00071 100-00072 100-00073	YES	1
C5x	100-00085	YES	2
N5-X12	100-00086	YES	2
N5-X16	100-00087	YES	2
N5-X20 - 2 Pack	100-00088	YES	1 Pack
N5-X25 - 2 Pack	100-00089	YES	1 pack
N5-360	100-00075	YES	1
N5-45X2	100-00083	YES	1
N5-45X4	100-00084	YES	1
PoE Injector 56V	100-00080	YES	Based on Products Ordered
FlexiMount	100-00041	YES	
FlexiMount-XL	100-00041	YES	
J-Mount	100-00043	YES	
NID	100-00039	YES	
PoE Wall Plug 56V, NA	100-00051	YES	
PoE Wall Plug 56V, EU	100-00054	YES	
PoE Wall Plug Clip, UK	502-00021	YES	
PoE Wall Plug Clip, AU	502-00012	YES	

Mimosa Products NOT Eligible for NFR Discount

Product	P/N	Eligible for NFR Discount
N5-X20 - 8 Pack	100-00090	NO
N5-X25 - 8 Pack	100-00091	NO

NFR Ordering Terms

Please note: only one set of qualifying products, including up to one link per qualifying radio (i.e. Quantity 2 B24's), may be requested per year, per partner. All NFR requests begin through the Partner Portal. Upon submission, a Mimosa Sales representative will follow-up to validate and enter the order in the system as a NFR Opportunity. Qualifying products are offered at 50% off MSRP and cannot be combined with any other offer.

Deal Registration Program | Guidelines for Deal Registration Approval

Deal Registration only applies to partners in good standing within the Premier Partner Program. All new opportunities for which you are requesting deal registration must be submitted to us using the online deal registration system located on the Mimosa Partner Portal: <https://mimosa.force.com/Resellers>. 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 Partner, or if the customer and Mimosa have previously been or are concurrently in material discussions regarding the purchase of Products.

Deal registrations will also be rejected if the information provided 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 and will have until the expiration date for the Deal Registration Discount. After the 90 days, if the order has not been placed, it will automatically close and a new Deal Registration would have to be opened – no extensions.

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.

Deal registration will be effective for 90 days after approval and may only be submitted once to an authorized distributor. If a Deal has already been claimed with an authorized distributor, but additional products are requested after submission – a new Deal Registration request must be created with the new information/products. 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

Qualified Products for Deal Registration

Please note, not all products may be eligible for deal registration. When you build your deal registration opportunity within the portal, ineligible products will be noted throughout the process. Mimosa by Airspan reserves the right to update at any time.

Mimosa Products Eligible for Deal Registration

Product	P/N	Eligible for Deal Registration
B5	100-00001	YES
B5c	100-00014	YES
B11	100-00036	YES
B24	100-00074	YES
A5-14	100-00017	YES
A5-14 ETSI	100-00057	YES
A5c	100-00037	YES
C5c/G2 BNDL	100-00070 100-00071 100-00072 100-00073	YES
N5-360	100-00075	YES
N5-45X2	100-00083	YES
N5-45X4	100-00084	YES
N5-X12	100-00086	YES
N5-X16	100-00087	YES
N5-X20 - 2 Pack	100-00088	YES
N5-X20 - 8 Pack	100-00090	YES
N5-X25 - 2 Pack	100-00089	YES
N5-X25 - 8 Pack	100-00091	YES
C5x	100-00085	YES
PoE Injector 56V	100-00080	YES
FlexiMount	100-00041	YES
J-Mount	100-00043	YES
NID	100-00039	YES
PoE Wall Plug 56V, NA	100-00051	YES

Product	P/N	Eligible for Deal Registration
PoE Wall Plug 56V, EU	100-00054	YES
PoE Wall Plug Clip, UK	502-00021	YES
PoE Wall Plug Clip, AU	502-00012	YES

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.

If the opportunity is greater than \$10,000 USD, Mimosa reserves the right to request that a Mimosa sales representative 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 not moved to closed won or closed-lost after 90 days will automatically be closed. It is important to stay current with your deals by providing updates along the way.

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.

Additional Rules:

- 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.

Deal Registration Discount Levels

Registered deals which are won by the authorized Partner will receive the following discount based on their dollar threshold:

Deal Value (USD)	Discount from Distributor	Note
\$5,000 - \$24,999*	3% Discount	<i>Partners must have a distributor selected in order to qualify for Deal Registration.</i>
\$25,000 - \$99,999	5% Discount	
\$100,000+	7% Discount	

**Minimum deal registration must remain above \$5,000 after applying 3% discount*

IMPORTANT: The total credit will be calculated based on actual sell through data up to MSRP – this may vary from the original Deal Registration amount and subsequent discount. Please make sure you provide the deal registration number to the distributor. This total amount is submitted by the distributor in their Point of Sale (POS) report. This is how we close out the opportunity as CLOSED WON and issue you the proper discount level.

Deals Registered over \$100K are subject to further scrutiny and review by Mimosa, by Airspan. We reserve the right to reject any deal at any time for any reason.

Mimosa Logo Use Guidelines

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