

# PREFERRED DEALER PROGRAM AGREEMENT

## Privacy Notice

Samsung HVAC is committed to protecting and respecting your privacy, and we'll only use your personal information to administer your account and to provide the products and services you request from us. From time to time, we would like to promote new products and services, as well as other content that may be of interest to you. If you would like to receive promotional materials from Samsung HVAC, please tick the box below:

- I agree to receive other communications from Samsung HVAC
- I **do not** agree to receive other communications from Samsung HVAC

Samsung HVAC partners with third parties to provide additional resources for your business. Third-party resources include but are not limited to: lead generation through HomeAdvisor, consumer financing options through Synchrony Finance, extended warranty options through JB Warranties. If you consent to our sharing your information with our third-party partners, please tick below to agree to receive communication:

- I agree to receive communications from Samsung HVAC's third party partners
- I **do not** agree to receive communications from Samsung HVAC's third party partners

## Samsung Electronics America Permission to Use Materials (Limited License) and Agreement of Indemnification

This Permission to use Materials and Agreement of Indemnification, dated as of \_\_\_\_\_ 2021 (the "Agreement"), is made between Samsung Electronics America, Inc. ("Samsung."), and \_\_\_\_\_ ("Company"), an Authorized Service Center pursuant to the Terms and Conditions of their fully executed Agreement in effect on \_\_\_\_\_ 2021 with respect to the Samsung materials identified on the attached Exhibit A (the "Materials"). Samsung and Company agree as follows:

1. Permission. Subject to the terms and conditions of this Agreement, Samsung consents to Company's limited use the Materials solely for the specific purposes stated in Exhibit A. In connection with all uses of the Materials, Company agrees to include the credit and copyright notice specified, if any, in Exhibit A adjacent to the Materials.
2. Term. Subject to Paragraph 9 below, Company may use the Materials for the Term listed in Exhibit A
3. Limitations. Unless expressly provided in Exhibit A, Company will not alter, modify, change or prepare derivative works from the Materials; market, license, distribute or transfer the Materials; or sublicense or attempt to sublicense any rights granted to Company under this Agreement.
4. Courtesy Copies. If the Materials are used in any printed materials, Company agrees to provide Samsung (to the attention of the Marketing Department) with two courtesy copies of such printed materials prior to release of such materials.
5. Ownership. No title to or ownership of any Materials is transferred to Company under this Agreement, and Samsung reserves all of its copyright, trademark and other proprietary rights in the Materials. Company will not infringe, violate or contest, and will take appropriate steps and precautions to protect, such proprietary rights of Samsung.
6. Indemnification/Permissions and Payments. Company agrees to indemnify, defend and hold Samsung and its affiliates harmless from any and all claims, complaints, causes of action, or costs and expenses (including any and all reasonable attorney and expert fees) resulting from Company's use of the Materials. Company agrees that it will be responsible for securing any releases or permissions that may be required as a result of its use of the materials, and for any payments that may required to third parties as a result of its use of the Materials. Such releases, permissions and payments may include, but are not limited to, payment to any individual whose likeness appears in the Materials and payment to recording labels or music publishers whose sound recordings or compositions may be used in the Materials.

# PREFERRED DEALER PROGRAM AGREEMENT

7. No Warranties. THE MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING THE FOREGOING, SAMSUNG DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND INFRINGEMENT, WITH RESPECT TO THE MATERIALS.

8. Limitations of Liability. SAMSUNG WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS, EVEN IF SAMSUNG HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Termination. Either party may terminate this Agreement at any time by giving the other party written notice of termination. Samsung may terminate this Agreement by if Company fails to cure any breach of this Agreement within five (5) business days after Samsung gives Company written notice of such breach. Upon any termination of this Agreement, the license granted under this Agreement will immediately terminate, and Company will stop using the Materials. Paragraphs 3, 5, 6, 7 and 9 will survive any such termination.

10. Miscellaneous. This Agreement (a) constitutes the entire agreement between Samsung and Company with respect to the subject matter hereof, (b) will be binding upon and enforceable by the parties and their respective successors and assigns, and (c) will be governed by the laws of the State of New Jersey without reference to its choice of law rules or provisions. No amendment, modification or waiver of this Agreement will be valid or of any effect unless set forth in a written instrument signed by the parties. Any notice under this Agreement will be in writing and will be effective when received.

## SAMSUNG

### Exhibit 1

#### A. Materials

Description of Materials:

Use of the Samsung logo in the form similar to the above mark.

---

---

---

*Attach a copy of the Materials, if Available.*

#### B. Permitted Purposes

The Materials are licensed only for the following purposes (include (i) the medium; (ii) the name of the program or publication; (iii) the broadcast or publication date; (iv) the anticipated audience or circulation; and (v) the territory):

Included on a website or in materials advertising Samsung HVAC products.

---

---

---