



Easy-to-use software that *Auto-Magically** improves underwater pictures!

LIVE-ABOARD & PHOTO INSTRUCTOR PROGRAM



Photo courtesy of Aggressor Fleet

- Trial software runs for 5 – 21 days
 - Include on your boats and let your customers try before they buy
 - Include in your photo classes, and help students get great results
 - When diver / student buys and activates, the program Revenue Shares
 - "At Sea" software activation - no internet connection required

Welcome Aboard!

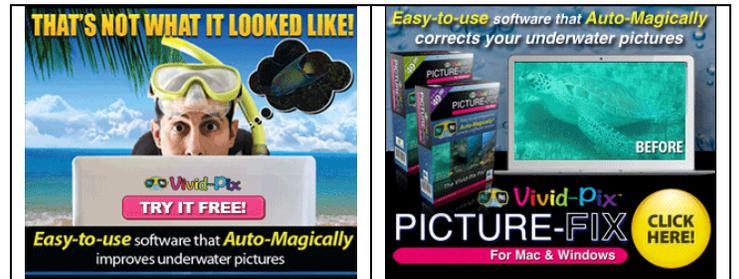
We've designed the **Photo Instructor Program** to be easy to implement and help your students get better pictures.

1. Complete the Revenue Share Agreement
 - We will send you your website link and Activation Code Tools
 - As appropriate, send us your logo
2. There is a \$50 set-up fee
 - Partner Credit Card will be charged when website link is provided
 - Vivid-Pix will provide 2 Proof Of Purchase Codes for Picture-Fix software
3. Go to www.vivid-pix.com/marketing-resources
 - Download the Logo and Banner Ad that works best for you
4. Insert Vivid-Pix logo and banner into your communications
 - Email us a copy of your newsletter (other)
 - Send us a link to your website
5. When Student purchases
 - We track
 - Send monthly statements
 - Send monthly electronic transfer

Logos



Banners



Any questions or need help?

Email: Info@Vivid-Pix.com

Call us: 770-657-7557

We look forward to working with you and helping students Relive Their Dive!



REVENUE SHARE AGREEMENT – PHOTO INSTRUCTOR

THIS AGREEMENT ("**Agreement**") is made between Vivid-Pix ("Vivid-Pix"), a Georgia LLC, with principal offices at 10435 Stanyan Street, Alpharetta, GA 30022, and _____ ("Partner"), a _____ business with principal offices at _____ effective as of _____ ("Effective Date"). This Agreement includes the creation and operation of a web page for Partner by Vivid-Pix ("Web Page") and marketing and promotional considerations of such Web Page undertaken by Partner for Vivid-Pix. Customers of the Web Page will have the option of licensing Vivid-Pix software. When customer's license software from the Web Page and Vivid-Pix is the merchant of record, Partner will be paid a revenue share. When customer pays Partner for the software license, Partner is the merchant of record, the customer activates license on the Web Page, and Vivid-Pix will be paid a reverse revenue share.

1. Customer Experience. Partner is a Photo Instructor who has ongoing classes and students. Partner is provided Picture-Fix Trial Software to assist students in the editing of pictures. Software can be set to run from 5 to 21 days via a Z Code. Partner classes and marketing activities will drive customers to the Web Page. Software can also be set to run for an additional 21 days if Partner sells a full version Picture-Fix license that requires online Activation (U Code). Upon a customer reaching the Web Page, Vivid-Pix will offer the customer an explanation of the software and will give the customer the offer to license Vivid-Pix software. Partner offers Vivid-Pix software to customer through in-classroom marketing, online communications, Prepaid Card (card provides a link for software activation), and through other methods.
2. Revenue Share. Vivid-Pix will pay Partner a percentage of net revenue when Vivid-Pix sells software license to consumer through the Web Page as illustrated in the table below ("Net Revenue"). Net Revenue consists of customer revenue received, less discounts, payment transaction fees, refunds, and 3rd party licensing fees (if applicable).

Partner Type	Net Revenue Share to Partner
Photo Instructor	40 percent

- (a) Photo Instructor Partner: Partner has classes and students that utilize Picture-Fix software.
- (b) Revenue Share Payment: Within thirty days after the close of each calendar month during the Term, Vivid-Pix will deliver an electronic report to Partner including units sold and calculation of Net Revenue information. Vivid-Pix will initiate a credit to the Partner's designated credit card on file.
3. Retail & Online Reverse Revenue Share. Partner will pay Vivid-Pix 60% of MSRP, currently \$49.99, when Partner sells the Prepaid (U Code or Card) software license to consumer and consumer activates software on Web Page.
 - (a) Partner establishes retail price and sells Prepaid consumer software license.
 - (b) Consumer activates software with Vivid-Pix.
 - (c) Vivid-Pix charges Partner's Credit Card on file.
4. Vivid-Pix Responsibilities. Vivid-Pix will create, operate, and maintain a Web Page that identifies the Partner and that licenses Vivid-Pix software. Vivid-Pix will handle all customer service related to the Web Page and the software.
5. Partner Responsibilities. Partner will promote the Web Page and Vivid-Pix software to Partner customers during the Term. Partner will post links in prominent locations on relevant pages, create emails, distribute and display materials, and conduct other marketing activities that will drive consumer interest and purchase.
6. Launch Date. The Web Page will be made available to customers with a launch date (the "Launch Date"). Vivid-Pix will use commercially reasonable efforts to fulfill the Launch Date, but will not be responsible or liable for any delays.
7. Promotions and Links. Within thirty days of Launch Date, Partner will initiate a promotional campaign that includes emails, web site postings, distribution and display of printed materials that communicate the benefits of the software.
8. Accountings. Except as provided in this Agreement, each party will bear its own costs and expenses with respect to its performance of this Agreement.
9. Vivid-Pix Marks. Vivid-Pix hereby grants Partner a non-exclusive non-transferable, limited license to display the appropriate Vivid-Pix copy, logo, links, and associated trademarks during the Term.
10. Partner Marks. Partner hereby grants Vivid-Pix a non-exclusive, non-transferable, limited license to display the appropriate Partner copy, logo, links, and associated trademarks during the Term.
11. Vivid-Pix Content. Partner will not reproduce, modify, cache, or archive the content of the Web Page. Partner will not utilize Picture-Fix Trial Software in any way other than the described classroom and student Customer Experience.

12. Page Interruptions. The operation of each party's websites and related businesses under this Agreement may be subject to errors, interruptions, or shutdowns due to causes beyond the operating party's reasonable control ("Force Majeure"). The operating party will not be liable for any such Force Majeure, provided that the operating party uses commercially reasonable efforts to eliminate such Force Majeure as soon as reasonably practical.
13. Term. The term begins on the Effective Date and expires twenty-four months after the Launch Date (the "Term"). Thereafter, the Term will be automatically renewed for additional successive one-year periods unless either party gives notice to the other party at least sixty days prior to the expiration of the initial Term or any renewal Term of its desire to not renew this Agreement.
14. Limitation of Liability. NEITHER PARTY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY OR ITS CUSTOMERS IN AN AMOUNT GREATER THAN THE PURCHASE PRICE OF THE SOFTWARE FOR ANY DAMAGES, COSTS, AND/OR EXPENSES ARISING UNDER THIS AGREEMENT, WHETHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR DIRECT, INCLUDING THE USE, MARKETING, SALE OR DISTRIBUTION OF ANY PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ASSERTED FOR.
15. Governing Law. This Agreement will be governed by and construed under the laws of the State of Georgia, U.S.A.
16. Terms and Conditions and Privacy Policy. All users who license Vivid-Pix software or otherwise register with Vivid-Pix will explicitly agree to the License Terms and Conditions and Privacy Policy of Vivid-Pix. The Vivid-Pix **End User License Agreement and Privacy Policy** are available at www.vivid-pix.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Vivid-Pix

Name Richard E. Voight
 Signature _____
 Title Principal
 E-mail Rick.Voight@Vivid-Pix.com
 Phone # 770-657-7557

Partner

Name _____
 Signature _____
 Title _____
 E-mail _____
 Phone # _____
 Visa/MC Card # _____
 Name on Card _____
 Expiration Date _____
 Security # _____

Microsite address: www.vivid-pix.com/store/_____

Example: www.vivid-pix.com/store/cathychurch

Z or U Code Creation / Activating Trial Software (on computer / on CD)

<u>MAC</u>	<u>WINDOWS</u>
<u>Creating a Z or U Code</u>	<u>Creating a Z or U Code</u>
Double Click on Shipboard Activation	Double Click on Shipboard Activation
 <p>Name ShipBoardActivation_10292013.a pp Kind Application</p>	 <p>ShipBoardActivationV2006</p>
<p><u>Program Flexibility</u></p> <p><u>Z Code</u></p> <ul style="list-style-type: none"> - Choose start date from dropdown calendar -- Select up to 21 Days --- Guest can edit and save Pix for up to 21 days <p><u>Z Code / U Code</u></p> <ul style="list-style-type: none"> - Choosing “5 day” Z Code lets student edit and save Pix from Day 1 of a “7 day” class – ex. Saturday start -- Day 5 (Thursday night, midnight), student can still edit pics, however they cannot Save adjustments --- Day 6 allows Instructor to sell software – U Code --- Student PURCHASES software from Instructor --- Instructor enters Serial # into Generator, gives U Code to student, who owns software to edit/save Pics --- Instructor sends Vivid-Pix student email address --- Within 21 days, student goes to Vivid-Pix.com, enters email address, V-P provides permanent Code <p><u>Discount Coupon</u></p> <ul style="list-style-type: none"> - Vivid-Pix provides an Instructor Specific \$5 Off coupon code in the Student Folder (described below) - Whether student uses Discount Coupon or not, instructor receives Sales Credit and Rev Share when student email address is provided to Vivid-Pix 	<p><u>Program Flexibility</u></p> <p><u>Z Code</u></p> <ul style="list-style-type: none"> - Choose start date from dropdown calendar -- Select up to 21 Days --- Guest can edit and save Pix for up to 21 days <p><u>Z Code / U Code</u></p> <ul style="list-style-type: none"> - Choosing “5 day” Z Code lets student edit and save Pix from Day 1 of a “7 day” class – ex. Saturday start -- Day 5 (Thursday night, midnight), student can still edit pics, however they cannot Save adjustments --- Day 6 allows Instructor to sell software – U Code --- Student PURCHASES software from Instructor --- Instructor enters Serial # into Generator, gives U Code to student, who owns software to edit/save Pics --- Instructor sends Vivid-Pix student email address --- Within 21 days, student goes to Vivid-Pix.com, enters email address, V-P provides permanent Code <p><u>Discount Coupon</u></p> <ul style="list-style-type: none"> - Vivid-Pix provides an Instructor Specific \$5 Off coupon code in the Student Folder (described below) - Whether student uses Discount Coupon or not, instructor receives Sales Credit and Rev Share when student email address is provided to Vivid-Pix

ShipBoardActivation

Starting Date of Activation (1/1/2013 - 6/6/2035): 10/31/2013

Duration (days): 21

Serial Number (FOR PURCHASED COPIES ONLY):

Limited Time Activation Code: Z3875C48A

Authorization Confirmation: Start of window: 10/31/2013
End of window: 11/21/2013
Duration: 21 days

Instructions:

Full-Featured Trial (Z Code)

1. Choose Starting Date
2. Choose Trial Duration
3. Click Calculate

Purchase (U Code)

1. Choose Starting Date
2. Enter Serial Number (1-XXXXXX)
3. Click Calculate

Calculate Copy To Clipboard

Vivid-Pix Shipboard Activation Code Generator V2.0.0.6

Starting Date of Activation (1/1/2013 - 6/6/2035): "10/26/2013"

Duration (days): 21

Serial number (FOR PURCHASED COPIES ONLY):

Limited Time Activation Code: Z3B70C48F

Activation Confirmation: Start of window: 10/26/2013
End of window: 11/16/2013
Duration: 21 days

Calculate

Activation Instructions

Full-Featured Trial (Z Code) Activation

1. Choose Starting Date
2. Choose Trial Duration
3. Click Calculate

Purchase (U Code) Activation

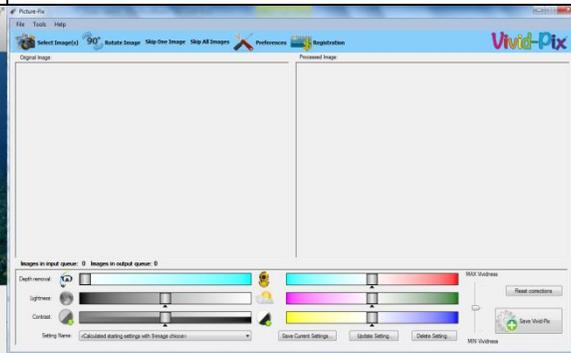
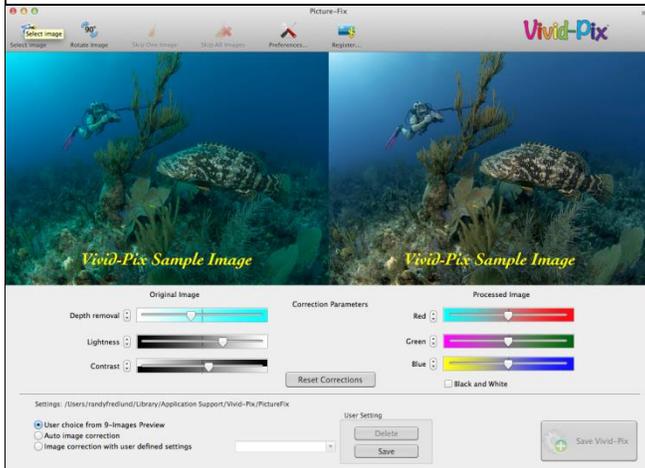
1. Choose Starting Date
2. Enter Serial Number (1-XXXXXX)
3. Click Calculate

SOFTWARE ACTIVATION

SOFTWARE ACTIVATION

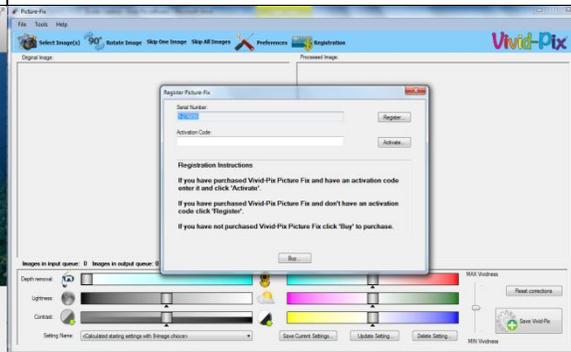
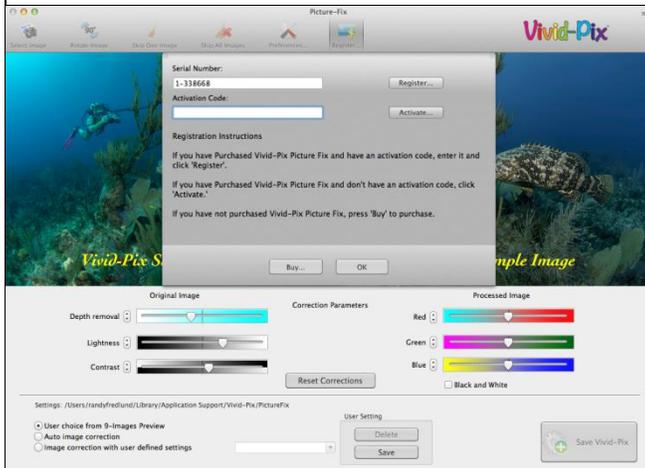
Install Vivid-Pix – Picture-Fix on computer

Install Vivid-Pix – Picture-Fix on computer



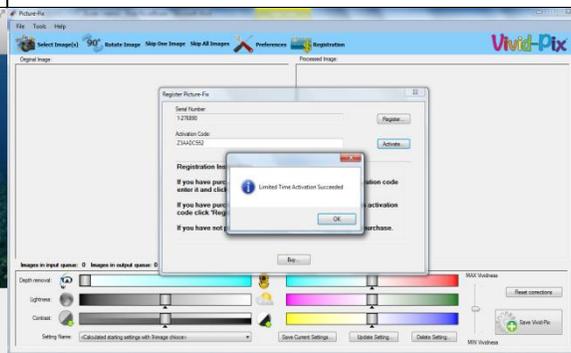
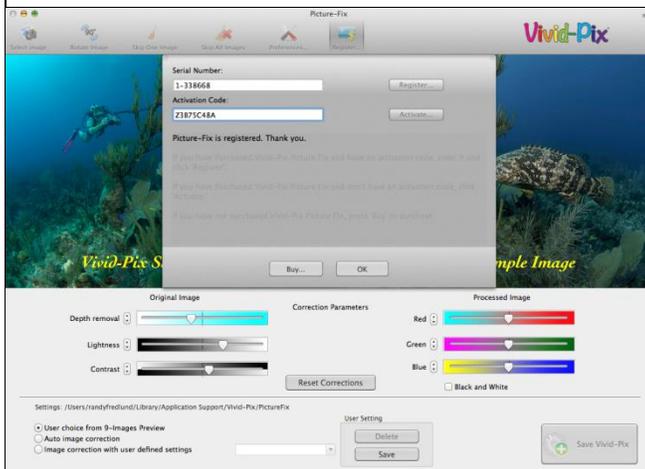
Click on Register... to view Activation Code

Click on Registration to view Activation Code



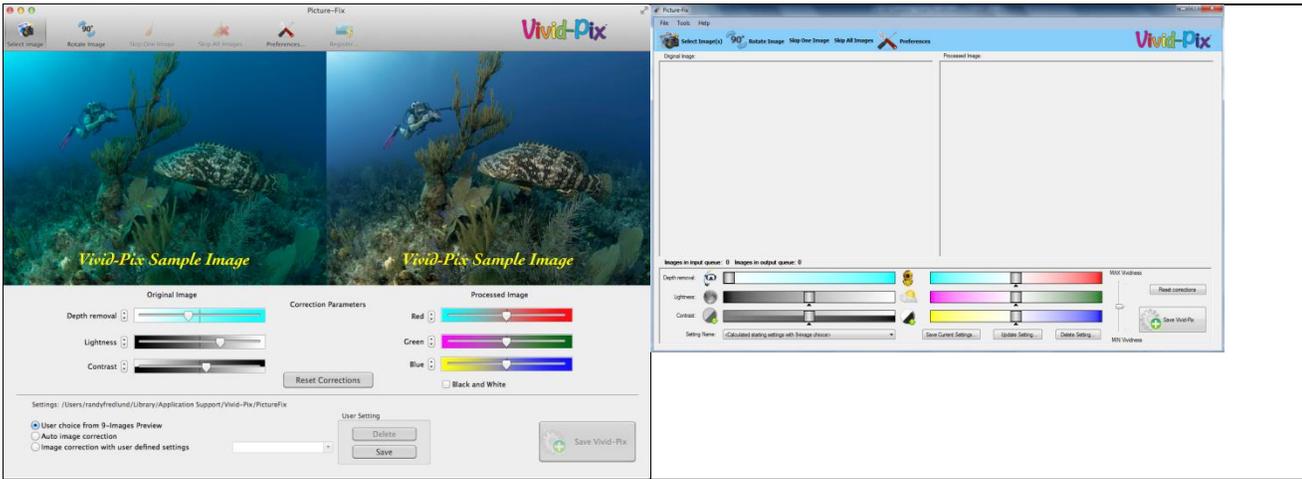
Insert Z / U Code in Activation box–Click Activate

Insert Z / U Code in Activation box–Click Activate



Z Code: Picture-Fix is now Activated for 5-21 Days
U Code: Picture-Fix is now Activated for 21 Days
(Register button will disappear on next start up.)

Z Code: Picture-Fix is now Activated for 5-21 Days
U Code: Picture-Fix is now Activated for 21 Days



<u>SOFTWARE PROVIDED TO CUSTOMER</u>	<u>SOFTWARE PROVIDED TO CUSTOMER</u>
<p>“Vivid-Pix CUSTOMER FOLDER”</p> <ul style="list-style-type: none"> i. Instructions Folder <ul style="list-style-type: none"> a.Video Tutorials b.Miscellaneous - FAQ’s ii. Mac Software Folder <ul style="list-style-type: none"> a.Software b.Install Instructions iii. Windows Software Folder <ul style="list-style-type: none"> a.Software b.Install Instructions <p>Provide Activation Z / U Code</p>	<p>“Vivid-Pix CUSTOMER FOLDER”</p> <ul style="list-style-type: none"> i. Instructions Folder <ul style="list-style-type: none"> a.Video Tutorials b.Miscellaneous - FAQ’s ii. Mac Software Folder <ul style="list-style-type: none"> a.Software b.Install Instructions iii. Windows Software Folder <ul style="list-style-type: none"> a.Software b.Install Instructions <p>Provide Activation Z / U Code</p>