



Thank you for your interest in branding the StrideLinx mobile app with your corporate identity. Below is a summary of the process associated with the purchase of this product.

- 1. Review the app agreement** – This license will require a signed agreement with the app developer, IXON. You may find a draft copy of the agreement below.

*Please note: All sales are final, no refunds on license purchases. Please make sure you have reviewed the agreement before purchase.*

- 2. Purchase [SE-SL050](#)** – Your purchase of SE-SL050 includes the initial app setup as well as the first year's license. The license includes an extra 2 months (14 months total) to account for the time required to create the apps. Each subsequent year, [SE-SL051](#) will need to be purchased to extend the mobile app branding support and updates for another 1 year.

- 3. Activate the licenses on the [StrideLinx cloud](#)** – Upon purchase of the SE-SL050 license from AutomationDirect.com, you will receive an email with the activation code. Enter it on the new StrideLinx cloud in the Admin app.

- 4. Begin the Mobile App Branding Wizard** – Within 2 business days you will receive an email from IXON, the app developer, inviting you to join the online branding wizard used to create your branded mobile app. This wizard will walk you through signing the app agreement, providing information about your app, creating a developer account with Google Play and Apple, and uploading app icons and screenshots.

*Please note:* Apple and Google Play developer accounts may require additional fees.

*Please note:* You will be required to invite the app developer to your Apple and Google Play developer accounts so they may create and modify your app as required.

- 5. Enjoy your Branded Mobile App** – Upon completion of the Mobile App Branding Wizard, your app will be published on Apple app store and Google Play. From completion of the wizard, the app stores normally take 3-10 business days to go-live. The wizard will provide the links to your published apps which can be shared with your employees and customers.

# App White Labeling Agreement

## A. Parties

This App White Labeling Agreement is concluded between IXON B.V. (hereinafter referred to as “IXON”) and the undersigned customer (hereinafter referred to as “Customer”). Customer and IXON B.V. may also be referred to as “Party” or together as the “Parties”.

## B. Introduction business relationship AutomationDirect.com – IXON

AutomationDirect.com has established a business relationship with IXON for the development of StrideLinx smartphone apps. When Customer purchases the white labeled smartphone app from AutomationDirect.com, IXON shall develop, publish and maintain the purchased smartphone app on behalf of AutomationDirect.com.

## C. General

IXON is a company that offers remote access and monitoring of machines and systems. IXON’s smartphone apps allow clients to use certain functionalities of IXON’s cloud platform via smartphone. IXON also offers white labeled versions so machine builders, distributors and other companies may offer it as part of their own product lineup.

Customer wishes to offer its clients Customer-branded versions of IXON’s smartphone apps. Rebranding and publishing the smartphone apps will require certain actions of both Parties. In order to clarify each Party’s rights and obligations with respect to the rebranding and publishing of Customer-branded versions of IXON’s smartphone apps, the Parties have laid down their rights and obligations in this App Agreement. The rights and obligations under [IXON’s Terms of Use and IXON’s Data Processing Agreement](#), including the limitations on liability and applicable law, apply mutatis mutandis to this App Agreement. In case of any inconsistencies between the aforementioned document the provisions of this App Agreement shall prevail over the provisions in the Terms of Use. The provisions in the Terms of Use shall prevail over the provisions in the Data Processing Agreement.

## D. Rebranding IXON smartphone apps

The rebranding and the publishing of IXON smartphone apps shall take place in accordance with the reasonable instructions and requirements of IXON. This may include following a standardized process on IXON’s website in order to provide IXON with the information, accounts, support and (branding) materials reasonably necessary to adjust, publish and maintain the apps as stated in this App Agreement.

Customer will not distribute the apps itself. Instead, IXON shall adjust, publish and maintain Customer branded versions of the apps in the Customer’s Google Play Store and/or Apple’s App Store accounts. Customer is solely responsible for timely paying any fees associated with the Google Play Store and/or Apple’s App Store accounts.



Customer will not be entitled to or receive any source material, such as source codes, in relation to the smartphone apps unless specifically agreed upon otherwise in writing. IXON endeavours to, in accordance with standard industry practice:

- adjust the appearance of the apps with Customer's trademarks, logos and/or other brand attributes supplied by Customer to IXON insofar agreed upon; and
- publish the apps in the Google Play Store and/or Apple's App Store under Customer's name and accounts; and
- maintain the apps in a similar way as it would maintain its own apps.

## E. Fees

Customer shall purchase the one-off and/or recurring products for IXON's services under this App Agreement. The fees are detailed below at AutomationDirect.com, the reseller of IXON's branded mobile app.

Product / Service	Fee type
SE-SL050: White label app set-up bundle: initial set-up and one year maintenance <a href="http://www.automationdirect.com/pn/se-sl050">www.automationdirect.com/pn/se-sl050</a>	One-off
SE-SL051 *: One year maintenance of the white label app <a href="http://www.automationdirect.com/pn/se-sl051">www.automationdirect.com/pn/se-sl051</a>	Yearly recurring

\* SE-SL051 includes: (i) upgrades to new versions of the Customer branded app in case IXON releases a new version of its app, and (ii) reasonable support by IXON with Customer questions regarding the app.

The aforementioned products must be purchased before app development begins at [www.automationdirect.com](http://www.automationdirect.com). AutomationDirect.com may send any invoices electronically, including through email. The standard payment term for AutomationDirect.com are posted on their website at <https://cdn.automationdirect.com/static/specs/adpolicy.pdf>. IXON is entitled to restrict or block access and use of the apps if the invoices are not paid within the applicable payment term.

Yearly recurring purchase of SE-SL051 will be required at the time of purchase of SE-SL050 and each subsequent year at [www.automationdirect.com](http://www.automationdirect.com).

## F. Intellectual Property Rights

The Parties acknowledge and agree that the Customer branded apps do not properly reflect the true ownership of the (Intellectual) Property Rights to the apps. For example, when publishing the agreed upon apps, the Parties may choose to mention Customer as the developer and/or copyright owner of such apps. However, parties hereby agree that such publications and/or registrations do not in any way reflect the true ownership and that:

- IXON is and shall remain the sole and exclusive owner of all Intellectual Property Rights with respect to the apps, other than the specific trademarks, logo's, graphics and other brand attributes supplied by Customer to IXON; and



- Customer is and shall remain the sole and exclusive owner of the Intellectual Property Rights with respect to the trademarks, logos, graphics and other brand attributes supplied by Customer to IXON.

## G. Miscellaneous

Parties enter into this App Agreement on the last date of signature below and shall continue in full force and effect for one year. Upon expiration, the term of this App Agreement shall each time automatically renew for additional successive terms of one year, unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to renewal.

This App Agreement may not be terminated in the interim for convenience unless the Parties mutually agree otherwise. Either Party may terminate this App Agreement if Customer no longer uses any of IXON's services, resulting in the rebranded smartphone app becoming obsolete for Customer.

If this App Agreement has expired or when this App Agreement is terminated, then IXON is entitled to delete the Customer branded apps from the Google Play Store and/or Apple's App Store, and discontinue the hosting and support of the Customer branded apps.

## H. Ratification

By signing this App Agreement, the signatory of Customer below declares to be authorized to duly represent Customer in this matter and to agree to the provisions of this App Agreement.

	IXON	Customer
Company name:		
Address:		
Name:		
Position:		
Date:		
Signature:		