

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this 16th day of October 2009 by and between:

Sanford L.P., doing business as mimio, an Illinois, USA limited partnership, which has an office at 1 Charles Place, 3rd Floor, Cambridge, Massachusetts, USA (referred to as "mimio")

And
Kendriya Vidyalaya Sangathan, New Delhi (referred to as the "KVS"), an autonomous body under MHRD, Government of India.

Together, mimio and KVS are referred to as the "Parties."

WHEREAS, mimio wishes to support the KVS through the donation of certain mimio products to be used in certain KVS locations, and KVS wishes to accept and use such mimio products in such locations.

NOW, THEREFORE, the Parties agree as follows:

1. Acceptance of Donation and Description of Product.

mimio agrees to donate and the KVS agrees to accept the following products (the "Product") subject to terms and conditions set forth in this MOU. mimio, in its sole discretion, reserves the right to change or substitute Products.

Quantity	Product Description	MSRP Per Unit (USD)	Total Price (USD)
10	mimio Interactive Wireless 600-0051	\$1,028.00	\$10,280.00
1	Taxan PLUS Data Projector PS-125X	\$1,500.00	\$ 1,500.00
	Total		\$11,780.00

2. Locations.

KVS will use the Products in the following locations

a. Conference Room at KVS Headquarters at 18 Institutional Area, Shahed Jeet Singh Marg, New Delhi-16

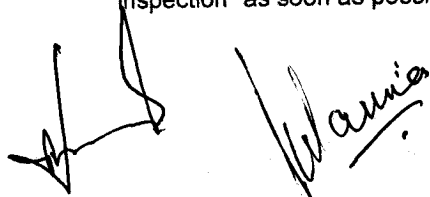
b. Other Zonal Institutes of Education and Training (ZIET) or KVS schools to be designated by the KVS.

3. Delivery, Risk and Title.

The delivery date and KVS point of delivery (the "KVS's Location") will be arranged and agreed upon between the KVS and mimio. mimio will arrange the carrier and the Product will be shipped and delivered to the KVS's Location at mimio's risk and expense. Delivery shall occur and risk of loss and title to the Product shall pass to the KVS upon delivery to the KVS's Location.

4. Inspection.

The KVS will acknowledge receipt of the Product and confirm whether or not it was received in good working condition within 48 hours of receipt. If damage has occurred in shipping which is evident on the exterior of the packaging, the KVS will note this on the freight bill or express receipt and advise both the shipping company and mimio at time of delivery, describing the loss or damage in detail and have it signed by the carrier's agent. Failure to do so may result in the carrier refusing to honor a claim. Where loss or damage is not apparent until the Product is unpacked, the KVS agrees to inspect or request an inspection "as soon as possible", since any delay may result in the carrier refusing to accept liability.



5. Warranty.

The Product hardware is donated subject to mimio's standard end user limited equipment warranty that ships with the Product. The Product is otherwise donated to the KVS on an "as is" basis, without any representations or warranties of any kind, whether express, implied or statutory, including without limitation any implied representations or warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed.

6. License.

The Product software is donated subject to mimio's standard end user license(s) that ships with the Product or are otherwise downloaded from mimio's website (www.mimio.com) as applicable. The KVS agrees that any use of the Product software will be in accordance with the terms and conditions of the applicable end user license.

7. Training

- (a) mimio will provide training, at its discretion, via printed materials, online resources, and on-site training by its designated representative in India. The focus of the training sessions will be proper installation of the mimio systems and effective use of the systems by teachers in the classroom.
- (b) On-site training by mimio's designated representative based in India shall be limited to one training session visit per location. mimio will only cover the cost of one training session visit per location by its designated representative based in India.
- (c) KVS teachers using the mimio will be provided with telephone and email access to representatives in India authorized and trained by mimio to provide technical and application support and assistance as needed.

8. Limitation of Liability

- (a) mimio neither assumes nor authorizes any person to assume for mimio any liability in connection with the donation of the Product or this MOU. In no event will mimio be liable for any damages (direct, indirect, incidental, consequential, special, economic, punitive, exemplary, speculative or otherwise), losses, costs or expenses of any sort, including but not limited to, property damage, personal injury, loss of profits, loss of production, loss of use, loss of data, information or revenue, or interruption of business, however caused, arising out of or related to the Product or this MOU.
- (b) Except as otherwise expressly stated in this MOU, it is agreed that neither mimio nor any of its representatives have made any representations or warranties of any nature in which the KVS has relied upon regarding the donation of the Product.

9. Recognition

- (a) The KVS agrees to recognize mimio for its donation and will co-operate with mimio and participate in research projects, publicity opportunities and publications, printed program materials, websites, or any other promotional opportunities reasonably requested, and will furnish mimio with details and samples of any materials that identify mimio.
- (b) The KVS agrees to participate in either verbal or written interviews conducted by mimio or its designated representative in India to provide detailed information about the KVS's use of technology, with special emphasis on its use of the Product. The interview information may be used by mimio to profile the KVS on mimio's website (www.mimio.com) and may be used in other promotional programs, as determined by mimio.

10. Representations

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Each of mimio and the KVS represents and warrants to the other as follows:

- (a) it is duly organized and validly existing under the laws of its jurisdiction of formation;
- (b) it has the legal right, power and authority, and has obtained all necessary consents and authorizations, to execute and deliver this MOU;
- (c) the making and performance of this MOU are within its powers, and do not violate applicable law or any provision of its governing documents; and
- (d) this MOU constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

11. Notices.

Any notice, direction, report or other instrument required or permitted to be given under this MOU by one party to the other party shall be in writing and shall be delivered personally or by facsimile, courier, or prepaid registered mail to such other party at its address as indicated below:

(a) if to mimio, at:
mimio – a Newell Rubbermaid Company
One Charles Park, 3rd Floor
Cambridge, MA 02142
USA
Facsimile: (403) 228-4662.
Attention: Mel Jackson, Managing Director

(b) if to the KVS, at:
Kendriya Vidyalaya Sangathan.
18 Institutional Area, Shahed Jeet Singh
Marg, New Delhi-16
India
Facsimile:
Attention: Mr. Somit Shrivastav, Education Officer, EDP

Such notice shall be deemed to be given: (i) if personally delivered or couriered - on the date of delivery; (ii) if sent by facsimile with receipt acknowledged - on the day of dispatch if transmitted on a business day prior to 4:00 p.m. local time at the place of receipt, or if transmitted after that time on the next business day; and (iii) if sent by prepaid registered mail - five (5) business days after the day of dispatch. A party may change its address for service hereunder by giving notice in accordance with the terms of this paragraph.

12. Waiver.

No waiver by a party of any provision, or the breach of any provision, of this MOU shall be effective unless it is contained in a written instrument duly executed by the authorized representatives of the party granting the waiver. Such waiver shall affect only the matter specifically identified in the instrument granting the waiver and shall not extend to any other matter, provision or breach. The failure of a party to give notice to any other party, or to take any other steps in exercising any right, or in respect of the breach or non-fulfillment of any provision of this MOU, shall not operate as a waiver of that right, breach or provision, nor shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law, in equity or otherwise.

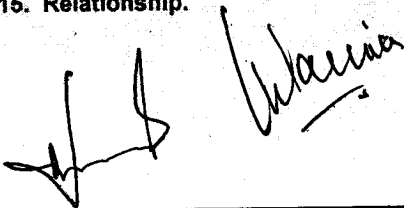
13. Invalidity of Provisions.

If any provision of this MOU should be invalid, illegal or unenforceable in any respect, such provision shall be enforced to its fullest extent, the invalid, illegal or unenforceable portion shall be severed from this MOU, and the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Further Assurances.

The KVS shall promptly sign such further and other documents, and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this MOU and every part thereof.

15. Relationship.



No party shall by virtue of this MOU in any way or for any purpose be or be deemed to become an employer, employee, partner, agent, or fiduciary of any other party in the conduct of any business or otherwise or become a member of a joint venture or joint enterprise with any other party. Nothing in this MOU confers on any party any agency or attorney status to act on behalf of, to bind or to make any representation or warranty of any kind on behalf of any other party. No party shall by virtue of this MOU in any way or for any purpose incur fiduciary or similar obligations to any other party.

16. Date and Time for Action.

Time shall be of the essence of this MOU. If any action is required or allowed to be taken under this MOU on or by a date that is not a business day, that action may be taken on the next business day.

17. Amendments.

This MOU shall not be amended or varied otherwise than by an instrument in writing dated subsequent to the date hereof, duly executed by the authorized representatives of the parties.

18. Assignment.

Neither this MOU nor the rights and duties of a party under this MOU may be assigned, delegated or otherwise transferred in whole or in part by operation of law or otherwise without the prior written consent of the other party, provided that miamo's consent may be withheld for any reason.

19. Governing Law.


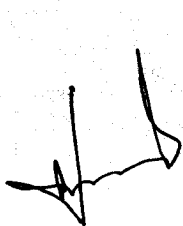
This MOU, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases hereof in the United States of America. If this MOU is translated into another language, this English version shall control the rights of the parties. This MOU, and performance of the parties under this MOU, shall be construed and governed according to the laws of the ~~State of Illinois, United States of America~~ ^{India.} The United Nations Convention on the International Sale of Goods shall neither govern nor be referenced in the interpretation, application, or performance of this MOU. *Wacnis*

20. No Third Party Beneficiaries.

Nothing in this MOU shall entitle any person other than the parties and their respective successors and permitted assigns to any claim, cause of action, remedy or right of any kind in respect of the subject matter hereof.

21. Execution.

This MOU may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date as of the day and year first above written.

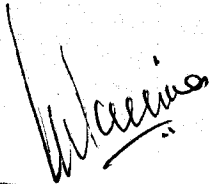


22. Entire MOU.

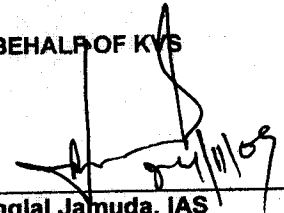
This MOU sets forth the entire MOU among the parties pertaining to the subject matter hereof.

ON BEHALF OF Sanford, L.P., d/b/a mimlo



James Shanley
Director of Sales – Asia Pacific & Latin America

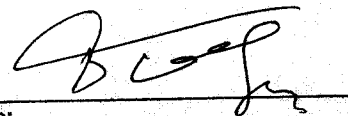



ON BEHALF OF KVS


Ranglal Jamuda, IAS
Commissioner

Witnesses:


Name: NORBEN BLADERGROEK


Name: _____
23/11/09
M. M. JOSHI
BLCAKSD, KVS


24-11-09
(Semit Sheivartav)
E.O. (EDP)