

# Iternal Technologies, Inc.

## Deal Registration Terms & Guidelines

Last updated: December 10, 2021

### 1. General

- 1.1. Access to the Deal Registration Program is available to channel partners, reseller partners, and systems integrator partners that are current members in good standing in the Iternal Partner Network Program (each, a “Partner”).
- 1.2. “Deal Registration Program” means the deal registration program offered under the Iternal Partner Network Program. “Iternal Partner Network Program Terms and Conditions” means the Iternal Partner Network Program Terms and Conditions agreed to by the Partner.
- 1.3. “Iternal” means Iternal Technologies, Inc. with whom you have agreed to be bound to the Iternal Partner Network Program Terms and Conditions.
- 1.4. “Public Tender” means a request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar public sector tender process that is subject to public procurement laws or regulations.

### 2. Deal Registration Criteria

An opportunity is eligible for Deal Registration if the Partner and the Partner’s opportunity meet all of the following criteria as determined in Iternal's sole discretion:

- 2.1. The deal is for a single business opportunity for the resale of Iternal products and services to an end-user under the Iternal Partner Network Program.
- 2.2. The deal is not being pursued directly by Iternal and there is no relevant ongoing Iternal sales activity in the account at the time the Partner submits the deal registration. In certain circumstances, despite Iternal indicating a direct pursuit of the deal, the Partner may reach out to Iternal (or Iternal may reach out to the Partner) to discuss collaboration on the deal.
- 2.3. The deal is not registered by another partner. However, in certain circumstances, Iternal may grant registrations to multiple Partners for the same deal, if Iternal determines it is required by local laws.
- 2.4. The deal is not the subject of a Public Tender that has been published; provided, however, that before the Public Tender has been published, the Partner shall be eligible to register the deal.
- 2.5. The aggregate size of the deal meets the Minimum Deal Size set forth in Section 10 “Deal Registration Requirements”. Aggregate deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Iternal products and/or services are included in determining deal size - third-party products and services are not included in such determinations.

- 2.6. Before registering a deal, the Partner must substantiate (to Iternal's satisfaction) pre-sales efforts related to such deal, such as, but not limited to, meeting with the end-user's decision-makers, qualifying the deal, helping the end-user to quantify the project budget with Iternal products or services, or helping the end-user to define the project requirements to include Iternal products or services. Partners must include a description of such efforts in the Justification Statement in the deal registration tool. In addition, Partner must document such efforts, including proof of date and time, to be provided to Iternal on request.
- 2.7. The Partner must provide sufficient information when registering the deal to allow Iternal to determine whether the Partner is well positioned to service the deal and whether to approve the deal registration.

### 3. Deal Registration Process

Partner must comply with all of the following to register a deal:

- 3.1. The deal must meet the criteria set out in Section 2 "Deal Registration Criteria".
- 3.2. The Partner must accurately submit the deal for review via Iternal's deal registration tool. Each deal registration must represent a single deal with a single end-user. Partner may not combine deals or end-user accounts for any purpose. Partner must apply for a separate deal registration for additional or different business opportunities.
- 3.3. The Partner must be the first to submit the deal with complete and accurate deal information. When submitting deal registration for approval, Partner must provide known end-user information, including end-user's full company name, correctly spelled. If Partner submitting the deal registration request is teaming with another Partner on the opportunity, then such Partner must identify the other Partner in the deal registration submission.
- 3.4. Iternal will notify the Partner by email that the deal registration is approved, and deal has been registered ("Deal Registration"), or that the deal registration has been declined. Iternal will strive to notify Partners of its decision within two business days but deals for enterprise customers may take longer due to additional validations.

### 4. Deal Registration Term & Renewals

Each Deal Registration will be valid for ninety (90) days beginning from the date of Iternal's notification of the Deal Registration approval ("Registration Term"). In its sole discretion, Iternal may grant an extension or renewal of the Registration Term before the Deal Registration expires.

### 5. Deal Registration Benefits

- 5.1. Subject to Section 6 (Exceptions) and the Iternal Partner Network Terms and Conditions, the following benefits will apply:
  - 5.1.1. If Partner is granted a Deal Registration, Iternal will not proactively engage in direct-sales efforts for that deal specified in the Deal Registration.

- 5.1.2. A Partner must be current in its payments to Iternal for all associated purchase orders during the Registration Term or Partner may not obtain Deal Registration benefits.
- 5.1.3. If a Partner submitted a deal registration request and if the deal registration request is approved, then only such Partner will be entitled to Deal Registration benefits for that opportunity. Other Partners identified in the deal registration submission (as discussed in Section 3.3 above) will not be entitled to any Deal Registration benefits or to advantaged pricing that Iternal may offer to the Partner in connection with an approved deal registration.

## 6. Exceptions

- 6.1. Exceptions for Iternal quotes and bids. Notwithstanding Section 5 (Deal Registration Benefits) above, Iternal may, at its discretion, quote or bid for a deal in any of the following scenarios:
  - 6.1.1. The end-user requests that Iternal quote or bid on the deal.
  - 6.1.2. The end-user is a current “active” customer of Iternal directly for the product(s) included in the deal. An end-user account is considered “active” if product(s) were sold to the end-user by Iternal directly in the last twelve (12) months or end-user is a global segment or international account with Iternal directly.
  - 6.1.3. The end-user has rejected the Partner’s bid or quote.
  - 6.1.4. The end-user uses Iternal’s online sources, such as AWS Marketplace, to receive pricing.
  - 6.1.5. The Partner does not close the deal within the Registration Term, and no extension or renewal of the Registration Term has been granted. A deal is considered “closed” when Partner places a purchase order for products and services specified in the Deal Registration and pays for the invoiced amount.
  - 6.1.6. The end-user requests a quote or bid for a fully integrated vertical market solution that includes the products and services covered by the Partner’s Deal Registration, but the Partner is unable to quote the full solution (software, services, etc.).
  - 6.1.7. The deal is the subject of a Public Tender.
  - 6.1.8. Any of the scenarios set forth in Section 6.2 (Deal Registration Exceptions) below.
- 6.2. Deal Registration Exceptions. Notwithstanding Section 5 (Deal Registration Benefits) above, Iternal may, at its discretion, deny, remove, rescind, suspend, or terminate any Deal Registration and/or registration access in any of the following scenarios:
  - 6.2.1. The Partner is not actively working the deal or has been inattentive to the end-user’s needs (for example, by failing to respond to the end-user’s or Iternal's communications).

- 6.2.2. The Partner does not lead with or quote new Iternal products or services identified in its registration form.
- 6.2.3. The Partner quotes a competitor's product or service for the registered opportunity.
- 6.2.4. Iternal is under a legal or contractual obligation to quote or bid on the deal, or if failure to quote or bid on the deal could subject Iternal to legal liability (as determined by Iternal).
- 6.2.5. A Public Tender is issued only to a manufacturer (such as Iternal), calls for submissions only from manufacturers (such as Iternal), and/or excludes the partner community from submitting a bid.
- 6.2.6. The Partner is not able to fulfill the deal or provide support for the end-user (for example, by failing to have sufficient credit available for the deal, if the end-user refuses to work with the Partner, or, with respect to government deals, if the Partner doesn't possess the required security clearances).
- 6.2.7. The end-user chooses to fulfill its bid requirements under a contract vehicle which is not held by the Partner, or in a manner that prevents the Partner from being able to fulfill such requirements.
- 6.2.8. The Partner's account has been placed on hold by Iternal or the Partner has been late in paying invoices.
- 6.2.9. It is determined that a deal is already registered to another Partner, unless multiple Deal Registration is permitted as described in Section 2.3 above.
- 6.2.10. Partner Breach. The Partner (a) is in breach of the Iternal Partner Network Program Terms and Conditions, (b) has engaged in any activity that impairs the integrity of the Iternal Partner Network Program as determined by Iternal, (c) has submitted information that is inaccurate, incomplete, misleading, or fraudulent, or (d) has engaged in conduct that causes damages, embarrassment, or adverse publicity to Iternal.
- 6.2.11. For any other reason as Iternal shall determine in its sole discretion.
- 6.3. Section 5 (Deal Registration Benefits) above does not preclude the direct sales efforts of Iternal in the circulation of marketing and other promotional materials as a part of marketing campaigns the end-user has signed up for or has not opted out of.
- 6.4. Section 6.1 (Exceptions for Iternal quotes and bids) is not applicable in regions where Iternal has no direct presence.
- 6.5. If a Partner (a) orders significantly more units than those detailed in the relevant Deal Registration, (b) utilizes deal specific pricing to order units for resale to end-users who were not part of the Deal Registration or not eligible for the deal-specific pricing and/or (c) Partner persistently quotes a competitor's product or service for the registered opportunity, Iternal reserves the right to (as soon as this becomes apparent to Iternal) charge the Partner the standard list price applicable at the time of the Partner's purchase order and the Partner shall pay the difference between the original invoiced price and the

standard list price. Iternal also reserves the right to demote the Partner from its current tier/status within the Iternal Partner Network Program.

7. Remedy

Partner's remedy, shall be limited to the "Program Fees" amount set forth in the Iternal Partner Network Program Terms and Conditions or \$500, whichever is greater. Iternal requires Partner to operate with integrity and honesty and in compliance with these Registration Guidelines, applicable laws, Iternal Partner Network Program Terms and Conditions, and the Iternal Partner Code of Conduct. If Partner failed to meet the foregoing requirement or if Partner's membership in the Iternal Partner Network Program has been suspended or terminated, then the Partner shall not be entitled to any remedy and Iternal may in its sole discretion remove the Partner from this Deal Registration Program.

8. Disputes

Partners must submit any disputes, whether with Iternal or another Partner, arising from or related to the Deal Registration Program via email to [partner-disputes@iternal.us](mailto:partner-disputes@iternal.us), including a written description of all issues, prior to commencing any formal dispute-resolution procedure. Any applicable dispute-resolution provisions under the applicable Iternal Partner Network Program Terms and Conditions shall apply.

9. Miscellaneous

9.1. At any time, Iternal may audit any Partner's deals and Deal Registrations for compliance including, but not limited to, verification of any reports, documents, purchase orders, invoices, or supporting information submitted in connection with Partner's registrations. Iternal may, without prior notice, immediately suspend or terminate a Partner's participation in the Iternal Partner Network Program or Deal Registration Program if any of the events in Section 6.2.10 Partner Breach occurs. Iternal's records and systems shall be authoritative and conclusive for purposes of approving Deal Registrations and for administering the Deal Registration Program. Iternal reserves the right to interpret these Registration Guidelines and approval or rejection of a deal registration submission at its sole discretion. Iternal's decision will be non-negotiable and final. Iternal does not guarantee the success or closure of any Deal Registration approved under the Deal Registration Program. The benefits of the Deal Registration Program cannot be combined with any other benefits, promotions, or offers. Iternal reserves the right to modify, supersede, or eliminate all or any of these Registration Guidelines or to terminate the Iternal Registration Program, in whole or in part, without notice.

10. Deal Registration Requirements

Deal Registration Minimum Deal Size	\$15,000 USD
Registration Term	90 days Possible extension may be granted, subject to sales activity and Internal's approval