

EXCLAIMER DEAL REGISTRATION TERMS AND CONDITIONS

OVERVIEW

Exclaimer's deal registration program is accessible to channel partners that are current members in the Exclaimer Metallic VAR Partner Program, have been granted access to our PRM (Partner Relationship Management) platform and have achieved the required partner status of Gold or Platinum.

These terms and conditions set up the procedures for partners to register opportunities via Exclaimer's Partner Portal.

SECTION A

Deal Registration Criteria

An opportunity is eligible for deal registration if the Partner and the partners' opportunity meet all of the following criteria as determined at Exclaimer's sole discretion:

1. The deal is for a single business opportunity for the resale of Exclaimer's products and/or services to an end-user under the Exclaimer Partner program.
2. The business opportunity is for no less than 250 users.
3. The deal is not already being pursued directly by Exclaimer and there is no relevant ongoing sales activity in the account at the time the Partner submits the deal registration.
4. The deal is not registered by another partner.
5. The deal is not the subject of the 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. "Public Tender" means a request for proposal (RFP), invitation to tender (ITT), invitation for bid (IFB) or similar public sector tender process that is subject to public procurement laws or regulations.
6. In registering the deal, the Partner must provide evidence of pre-sales efforts related to the deal such as, but not limited to, qualification of the deal, product demos, meetings, competitive analysis data and timescales. All relevant fields in the deal registration form must be completed in the Partner Portal. In addition, the Partner must provide regular updates as the deal progresses through the lifecycle.

SECTION B

Deal Registration Process

Partner must comply with the following process to register a deal:

1. The deal must meet the criteria set out in Section B.
2. The Partner must submit the deal for review via the Exclaimer Partner Portal deal registration form. Each deal registration must represent a single deal with a single end-user, and cannot combine deals or end-user accounts.
3. The Partner must be the first to submit the deal with complete and accurate information, including end-user's full details.
4. Exclaimer will notify the Partner via email that the deal registration has been received, and when it has been approved or declined. Exclaimer will endeavor to notify the Partners of its decision within 2 working days, but deals with enterprise customers may take longer due to additional validations.
5. Each deal registration will be valid for 90 days beginning from the date of Exclaimer's notification of the deal registration approval. At its sole discretion, Exclaimer may grant an extension of the registration term before the deal registration expires.

SECTION C

Deal Registration Benefits

The following benefits will apply to deal registered deals:

1. An additional 5% discount will be added to the Partner's confirmed status margin. I.e – if the Partner is a Gold partner, their discount will increase to 25% for the deal that has had deal registration approval, and for Platinum partners, their discount will increase to 30% for the deal that has had deal registration approval.
2. Exclaimer will not pro-actively engage in direct sales efforts for the deal specified in the deal registration.

SECTION D

Exceptions for quotes and bids:

Notwithstanding Section C above, Exclaimer may, at its discretion, quote or bid for a deal in any of the following scenarios:

1. The end-user has rejected the Partner's bid or quote
2. 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 the partner purchases the products and services in the Deal registration and pays for the service.
3. The deal is subject to a Tender

SECTION E

Exceptions for deal registration:

Notwithstanding Section C above, Exclaimer may, at its discretion, deny, remove, rescind, suspend or terminate any deal registration in any of the following scenarios:

1. The partner is not actively working the deal and has been inattentive to the end-user's needs.
2. The partner does not lead with Exclaimer solutions as identified in the deal registration form.
3. The partner quotes a competitor's products or service for the registered opportunity.
4. The partner is not able to fulfill the deal.
5. The partner's account has been placed on hold by Exclaimer or the Partner has been late in paying invoices.
6. It is determined that a deal is already registered by another partner.
7. For any other reason that Exclaimer shall determine at its sole discretion.

SECTION F

Disputes

Partners must submit any disputes, either with Exclaimer or another partner, arising from or related to the Deal Registration Program in writing with their Partner manager either via email or the Partner portal, with clear detail on all issues being raised.