

Deal Registration

When a Reseller or Distributor participating in the Incipio Deal Registration program documents certain activities that have been undertaken to develop business for Incipio products, such Reseller or Distributor may be granted priority pricing for that deal. Once an opportunity is registered for a Reseller or Distributor under the program, the Reseller or Distributor is typically granted 60 days to close the deal. During this time period, such Reseller or Distributor is granted special deal registration pricing for that opportunity. Below is a quick reference on how we process deal registrations at Incipio.

- The deal registration opportunity is tied to the account (Distributor or Reseller) that develops and generates the deal.
- Deal registrations are awarded based on a clearly documented description of the activities that were undertaken to develop the deal. Only when deal registration is properly documented and described, to our reasonable satisfaction, will it be granted. In most cases, deal registrations are granted at the Reseller level and are tied to a specific End User.
- Deal registration prices are set for the Distributor. It is up to each Distributor to set pricing for its Resellers. It is then up to the Reseller to establish prices that will be provided to the End User.
- Deal registration pricing is based on the applicable channel partner's effort and work to develop business with specific products for the End User. In cases where the orders, contract or business is awarded by the End User to a channel partner other than the deal registration partner, Incipio may determine on a case-by-case basis the deal registration pricing strategy for the project. If the channel partner who is awarded the orders, contract or business lacks the necessary contract vehicle to resell the products to the End User, Incipio may adjust the sales strategy on a case-by-case basis. Incipio reserves final decision rights on deal registration pricing awards.
- Incipio Bid Desk reviews all requests.
- Deal registrations for Incipio can only be entered if the dollar value is above \$5,000 (Minimum Deal Size)
- Deal registrations cannot be stacked with any other discounts or rebates.
- For clarity, when a deal registration is awarded with respect to a single End User, standard pricing will apply to all other End Users to whom deal registration has not been awarded.
- The approved deal registration pricing will only be valid for 180 days from date of approval. A deal registration will automatically close as lost if not closed by the AM or Bid Desk Manager before the 180 days have expired.

Additional terms and conditions:

- **Deal Registration Criteria**
 - The deal is not being pursued directly by Incipio at the time the Partner submits the deal, however collaboration may be an option
 - The deal is not registered by another Partner. Where it is mandated by local mandatory laws or by end user requirements a deal can be registered to select multiple Partners.
 - The deal is not the subject of a public request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar tender process, that has been published; provided, however, that before such RFP, IFB, IDIQ, or similar tender process, has been published, the Partner shall be eligible to register the deal.

- The aggregate size of the deal meets the Minimum Deal Size set forth above. Aggregate deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Incipio-branded products and services are included in determining deal size - third-party products and services are not included in such determinations
 - Before registering a deal, the Partner has made significant 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 Incipio products or services, and helping the end-user to define the project requirements to include Incipio products or services. Partners must include a description of such efforts in the Additional Notes in the deal registration tool. In addition, Partners must document such efforts, including proof of date and time, to be provided to Incipio on request
 - Deal eligibility will be measured and qualified by the Partner's skills to deliver the specified solution, demonstrated, among other factors, through previous engagements, industry recognized certifications, or the specialization profile of the Partner. The Partner must provide sufficient information when registering the deal to allow Incipio to determine if the Partner is well positioned to service the deal and in order to assist Incipio in determining whether to approve the deal registration.
- **Deal Registration Process**
 - The Partner must submit the deal for review via the deal registration tool. The first Partner to submit a deal that meets all of the deal registration criteria specified above, as determined by Incipio in its sole discretion, will receive an approved deal registration for that deal.
 - If a deal is approved, Incipio will notify the Partner by e-mail. Incipio strives to notify Partners of its decision within one to two business days.
 - If a deal is declined, Incipio will notify the Partner by e-mail and will include the reason(s) for such decision.
 - Incipio Distributors must identify both the reseller and end-user information when submitting a deal registration.
 - **Registration Term & Renewals**
 - A Partner must win and close a deal (including payment to Incipio for the purchase order) before the deal registration expires. At its discretion, Incipio may extend or renew the Registration Term for a deal registration, if sufficient justification exists.
 - Deal Registration: Partner may request one renewal per deal registration.
 - **Exceptions**
 1. Incipio may, at its discretion, quote or bid for a deal in the following scenarios:
 - a. If the end-user requests that Incipio quote or bid on the deal
 - b. If the end-user is a current "active" customer of Incipio directly for the line of product(s) included in the deal
 - c. If the end-user has rejected the registering Partner's bid or quote
 - d. If the end-user uses Incipio online sources to receive pricing
 - e. If, with respect to a deal that is the subject of an approved deal registration, the Partner does not close the deal within the Registration Term, and no extension or renewal has been granted
 - f. Incipio may respond to a public RFP, IFB, IDIQ, or similar public tender process
 - g. Any of the scenarios set forth below
 2. Incipio may, at its discretion, deny, remove, rescind, suspend, or terminate any deal registration and/or registration access in the following scenarios:
 - a. If 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 Incipio's communications)
 - b. If the Partner does not lead with or quote the Incipio products or services identified in its registration form or that are covered by the Partner's deal registration or if Partner quotes a competitor's product or service for the registered opportunity
 - c. If Incipio 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 Incipio to legal liability (as determined by Incipio)

- d. If 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 Federal Government deals, if the Partner doesn't possess the required security clearances)
 - e. If the end-user chooses to fulfill its bid requirements under a contract vehicle which is not held by the registering Partner, or in a manner that prevents the registering Partner from being able to fulfill such requirements
 - f. If the Partner's account has been placed on hold by Incipio or Partner has been late in paying invoices
 - g. If it is determined that a deal is already registered to another Partner
 - h. If the Partner (a) is in breach of the applicable Incipio Brand Protection Policies, or (b) has engaged in any activity that impairs the integrity of the Brand Protection as determined by Incipio; or
 - i. For any other reason as Incipio shall determine in its sole discretion.
- *Note if Partner orders significantly more units than those detailed in the relevant deal registration and/or utilizes deal specific pricing to order units and resell to end customers that were not part of the deal registration and therefore not eligible for the special pricing and/or Partner persistently quotes a competitor's product or service for the registered opportunity, Incipio reserves the right to (as soon as this becomes apparent to Incipio) charge the Partner the standard list price in place at the time of the order, i.e. Partner shall pay the difference as relevant between the invoiced price and the standard list price for those products to which this clause applies and/or demote the Partner from his current status.

- **Disputes**

- Partners must submit any disputes, whether with Incipio or another Partner, arising from or related to Incipio's deal registration program (the "Registration Program") to channelsales@incipio.com, including a written description of all issues and alleged harm, prior to commencing any formal dispute-resolution procedure.

- **Deal Registration Tool**

- When a deal is registered using the Deal Registration Tool, certain personal information is shared with Incipio, the Reseller and Distributor associated with the deal. Whoever registers the deal will identify the relevant partner account, Reseller and Distributor (if any). All Partner (reseller and distributor) contact data will become visible to all authorized representatives of the Reseller and Distributor, as well as to Incipio Channel and Sales personnel. In addition, the deal registrant can view a list of contacts at the Reseller and Distributor and associate one or more of them with the deal. Each contact, and all Incipio Channel and Sales personnel, will be able to see the names and contact information for all of the contacts associated with the deal.

- **Miscellaneous**

- At any time, Incipio may audit any Partner's deals and deal registrations for compliance including, but not limited to, verification of any reports, documents or supporting information submitted in connection with Partner's registrations. Incipio may deny any deal or registration that it believes does not conform to these Registration Guidelines. Incipio may, without prior notice, immediately suspend or terminate Partner's participation in the Incipio Deal Registration Program if Partner submitted deal registration information that is inaccurate, incomplete, fraudulent, or if the deal registration information causes damage, embarrassment or adverse publicity to Incipio. Incipio's records and systems shall be authoritative and conclusive for purposes of approving deal registrations and for administering the Registration Program. Incipio reserves the right to interpret these Registration Guidelines and approval or rejection of a deal registration submission at its sole discretion. Incipio's decision will be non-negotiable and final. Incipio does not guarantee the success or closure of any deal registration approved under the Registration Program. The benefits of the Registration Program cannot be combined with any other benefits, promotions, or offers. Incipio reserves the right to modify, supersede, or eliminate all or any of these Registration Guidelines or to terminate the Registration Program, in whole or in part, without notice.