

Demonstration Unit Discount Program

Terms & Guidelines

1. General

This Demonstration Unit Discount Program is part of the Alliance Partner Program Guide, a copy of which may be reviewed at <https://www.netally.com/b2b-legal/>, and is hereby incorporated by reference. Capitalized terms not defined herein shall have the meaning set forth in the Alliance Partner Program Guide or the applicable Channel Agreement.

Any Hardware on the then-current price list is available for purchase as a Demo Unit. Demonstration licenses for AirMagnet software can be provided free-of-charge by contacting marketing@netally.com. For more info: <https://netally.sharepoint.com/p:/s/Main/Sales-WWS/ESjbOOcbOzZNrG-fo4rH9jgBKZw5dap7nQPpKBWBnmAu7Q?e=TlfiQP&CID=40168D40-692B-48C2-BA3B-AAF81518822A&wdLOR=cB758C33F-DCFB-46E1-AF65-FDF834B5AEF9>.

2. Eligibility

The Demonstration Unit Discount Program is available to all Channel Partners at the following Partner Level Designations, per the Alliance Partner Program Guide:

- Master Distributor (Tier-1 Channel Partner)
- Value-Add Distributor (Tier-1 Channel Partner)
- Enhanced Reseller (Tier-1 Channel Partner)
- Preferred Reseller (Tier-2 Channel Partner)

Any of the foregoing Channel Partners that are authorized to provide first level support must purchase and maintain Demo Units to be used solely for sales demonstration, technical support, and training purposes (collectively, the “Purpose”). Channel Partners may purchase Demo Units only as agreed to and set forth in the Business Plan, or with the approval of the NetAlly Representative.

Please note that Registered Resellers are *not* eligible for the Demonstration Unit Discount Program.

3. Discount

All designated Channel Partners are entitled to purchase Demo Units from NetAlly at a net discount off the then-current NetAlly price list for NetAlly Products and NetAlly Services (“List Price”), as follows:

Applicable Discount	Sold to a Tier-1 for their use	Sold to a Tier-1 for a Tier-2 Partner (c)
Standard SKU (a)	50%	55%
SKU Includes 1st Yr Support (b)	55%	60%

- a) NetAlly Products SKUs that DO NOT include first (1st) year support at a FIFTY (50%) PERCENT net discount off of List Price;
- b) NetAlly Products SKUs that DO include first (1st) year support at a FIFTY-FIVE (55%) PERCENT net discount off of List Price;

- c) An additional FIVE (5%) PERCENT net discount off of List Price can be earned by authorized International Tier-1 Channel Partners who fulfill a Demo Unit Order with an authorized NetAlly Tier-2 Channel Partner; provided, however, that this FIVE (5%) PERCENT net discount off of List Price can only be applied to either (i) an Order pursuant to Section 5 “[Order Process](#)”; or (ii) if fulfilled from the Partner’s then-current stock through a credit request process, which is subject to NetAlly’s approval in its sole discretion, sent, *via* email, to channeloperations@netally.com.

4. Terms of Purchase

Additionally, the following terms apply to all purchases of Demo Units:

- a) Use of Demo Units is subject to the terms of the Channel Agreement, as well as NetAlly’s then current EULA;
- b) Payment terms are as set forth in the Channel Agreement;
- c) Orders are non-refundable;
- d) Demo Units are not for resale, unless stated otherwise herein or agreed to with the NetAlly Representative;
- e) No other discounts, promotions or offers apply;
- f) Quantities are strictly limited to those in the Business Plan and/or approved by the NetAlly Representative, or above;
- g) NetAlly’s warranty on NetAlly Products, as set forth in the Channel Agreement, applies to Demo Units;
- h) Channel Partner is required to install the latest version of the software on the NetAlly Product, as provided by NetAlly to Channel Partner, upon request to the applicable NetAlly Representative;
- i) Demo Units may only remain at an End-User location for no longer than two (2) weeks from the date of delivery and subject to limitations set by NetAlly on a case-by-case basis;
- j) NetAlly may, at its sole discretion, limit the number of Demo Units that a Channel Partner may purchase; and
- k) Before leaving Demo Units at/with End-User(s), Channel Partner will ensure that the terms and conditions of the EULA are provided in a manner to render them legally enforceable in the Territory, including but not limited to ensuring that End-User (i) is notified of the EULA terms and conditions, and (ii) has evidenced assent to such terms and conditions. In addition, Channel Partner will ensure that the End-User complies with the terms and conditions of the EULA and will notify NetAlly in the event an End-User fails to comply with such terms or conditions.

5. Order Process:

Upon NetAlly Representative approval, Channel Partner will issue a Purchase Order to NetAlly. All Purchase Orders for Demo Units must be sent to orders@netally.com and include the following statement “***Item(s) in this purchase order are subject to the Demonstration Unit Discount Program Terms.***”

6. AllyCare

AllyCare for products with enabled features is provided to Channel Partners upon request in 1-year increments, at no additional charge, on all qualifying Demonstration units, with a Channel Partner commitment to continue using the unit for demonstration purposes for the active AllyCare period. Note: per section 8 “Release for Resale” below, AllyCare must have expired or deactivated before a unit is approved for sale.

Requests to add AllyCare or extend existing AllyCare should be made by the Channel Partner to their Channel Account Manager, who will work with Netally Sales Operations to make the appropriate Install updates. For requests on products that do not have enabled features, Channel Account managers will send the request directly to the Marketing team who will make the change within Link-Live (since there is no need for AllyCare to be assigned in the install base).

7. Deletion of Confidential Information

Upon completion of any sales demonstration, technical support, and training, Channel Partner must securely delete any Confidential Information contained on Demo Units or removable media (such as flash drives and SIM cards). Secure deletion means the removal of information from Demo Units in a manner that ensures that it cannot be re-created, accessed or read, consistent with the U.S. Department of Commerce National Institute of Standards and Technology NIST.SP.800-88r1 compliant.

8. Release for Resale

In exchange for the discounted price associated with Demo Units, Channel Partner agrees that for one (1) year from the date of purchase all such Demo Units are for demonstration, evaluation, or proof of concept purposes only. If Channel Partner uses the Demo Units for any other purpose within that time period, Channel Partner agrees to pay to NetAlly the cost difference between the Demo Unit discount and Channel Partner's contracted discount. **After such one (1) year Channel Partner may sell the Demo Units as *used* equipment, which shall be eligible for three year (3-year) AllyCare Support should the end user desire to purchase it, subject to availability. Demo units released for resale will not be covered under NetAlly's warranty.** Any existing AllyCare support associated with a Unit sold under the Demo Unit Program will be deactivated and will not transfer to the new owner. Link-Live Enabled Features Subscription is available for end-of-life demo products if applicable. Regular contract discounts apply.

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