

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.

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 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 NetAllly Representative.

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

3. Discount

All designated Partners are entitled to purchase Demo Units from NetAllly at a net discount off the then current price list:

- Product SKU's that DO NOT include 1st year support: net 50% off list
- Product SKU's that DO include 1st year support: net 55% off list.
- An additional 5% off can be earned by authorized EMEA Tier-1 partners who fulfill a Demo unit Order from stock for a NetAllly authorized Tier-2 partner.

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 NetAllly'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 NetAllly 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. 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.

7. 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 fifty (50%) percent 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 not be eligible for AllyCare Support, Maintenance Services, nor covered under NetAlly's warranty.**

{End}
