



2017 ASSOCIATE PARTNER PROGRAM

This Allied Telesis, Inc. Associate Partner Program Agreement (the "APP Agreement" or "Agreement") is entered into between the following companies as of the effective date identified below. This APP Agreement contains the terms of the rebate relationship between you (the company signing the agreement and its affiliates) and us (Allied Telesis, Inc. signing below and its affiliates) for the term listed below. In this Agreement "you", "your" or "Company" means the company which has entered into this agreement with us and its affiliates, and "we", "us", "our" or "ATI" mean the Allied Telesis, Inc. company which has signed this agreement and its affiliates.

APP DESIGNATION:

Level

Name of Company (Entity Name)	Name Allied Telesis, Inc.
Street Address and/or Post Office Box	Street Address and/or Post Office Box 3041 Orchard Parkway
City and State / Province	City and State / Province San Jose, CA
Country and Postal Code	Country and Postal Code U.S.A.
By:	By:
(Signature)	(Signature)
Name:	Name: Mick Burke
(Printed)	(Printed)
Title:	Title: Corporate Secretary
(Printed)	(Printed)
Date:	Date: ("Effective Date")

1. Scope. The terms and conditions below represent the terms and conditions under which ATI, will pay an Allied Telesis, Inc. Rebate. The terms and conditions of any master purchase agreement or similar contract executed, between ATI and you shall apply to and govern this APP Agreement, to the extent the terms of that agreement do not conflict with the terms below. If you currently have incentive or pricing provisions with ATI (e.g. contract pricing, Co-op, etc.), in your main agreement with ATI (if applicable), you may choose only one program in which you wish to participate. You may not participate in multiple, concurrent incentive programs. Participation in the annual rebate, and ATI's obligation to pay hereunder, requires:

- Upon request of ATI, you must review sales history with ATI representative at any time.
- ATI will review your request / application and sales history for the period and approve your participation at its sole discretion.
- If you are approved for participation, you must sign this APP Agreement. You will only be paid for purchases made starting the beginning date of the term covered by this agreement.
- The rebate will be paid only on qualifying SKUs at ATI's sole discretion.

2. Definitions:

- "Net Purchased Value" or "NPV" means the gross value of ATI products bought by the Company, less, product returns, taxes, handling and purchasing charges, freight, insurance other customer payments (like Trade UPS Program discounts), duties and excises.
- "POS Data" means the point of sales reports for sales out from ATI Named Distribution Partners, and used by ATI to calculate the Rebate.
- "Named Distribution Partners" are specific distributors that have been authorized to fulfill orders for ATI products to ATI contract partners. The list of Named Distribution Partners are in Appendix A and may be changed from time to time at the sole discretion of ATI.
- "Qualified Sales" means Company purchase of ATI products at NPV from a Named Distribution Partner (may exclude purchases related to special projects and/or product sales directly generated by ATI or mutually identified by Company and ATI with promotional discounted pricing).
- "Associate Partner" shall mean an ATI partner whom ATI chooses to appoint as an Associate Partner.

3. APP Status and Points:

(a) ATI determines the Associate Partner Program designation based upon the Company meeting ATI's Technical, Marketing and Sales requirements; of which can be found in Appendix A. Company will be promoted to the next level if it meets the requirements of the next level. ATI shall assign the Company one of the following Associate Partner Program levels:

APP Level - Basic:	Point Multiplier: 1x
APP Level - Silver:	Point Multiplier: 2x
APP Level - Gold:	Point Multiplier: 3x
APP Level - Platinum:	Point Multiplier: 5x

(b) Product category bonus. In addition to the Company's APP Level multiplier, additional multipliers are applied based upon the purchase of products in the various product categories as specified in Appendix A.

(c) Tier status. All Partners start with a factor of one (1) and on a quarterly basis, Partners may earn Tier Status one (1) through four (4) depending on the point level achieved in the quarter. The Tier status factors can be found in Appendix A and will be used as a final multiplier, to be applied in the following quarter. The Company's Tier status resets to zero (0) at the end of the year.

4. Rebate Incentive Requirements:

(a) Company may be required to provide proof of purchase (copies of invoices) from Named Distribution Partner upon request from ATI.

(b) Company agrees that the Rebate is only eligible for Qualified Sales and that direct purchases of ATI products from ATI, if applicable, will be excluded from the Rebate.

5. Rebate Incentive Details:

(a) On a quarterly basis, ATI agrees to pay the Company for earned Rebates. Earned Rebates will be calculated using total quarterly POS Data received from Named Distributor Partners of Qualified Sales to the Company, divided by one thousand (1000), then enhanced with multipliers for APP Status level, quarterly purchase volume Tier status and product category factors (per the current quarter's APP point matrix).

6. All calculations will be performed by solely by ATI. ATI reserves the right to change the rebate matrix and terms and conditions at any time and without prior notification. ATI reserves the right to rescind this program at any time and without prior notification. No allowance or manipulation of POS Data will be made to account for stock outs on ATI products. **ANY FRAUDULENT BEHAVIOR OR MANIPULATION OF POS DATA WILL RESULT IN IMMEDIATE REMOVAL FROM THE PROGRAM AND FORFEIT OF ANY UNPAID REBATES. ATI RESERVES THE RIGHT TO REFUSE PAYMENT ON A REBATES BASED ON IMPROPER OR UNFAIR BUSINESS PRACTICES INCLUDING BUT NOT LIMITED TO SELLING A COMPETITOR'S SOLUTION (AS DEFINED BY ATI) TO A CUSTOMER RECOMMENDED FROM ATI. ATI IS NOT LIABLE FOR ERRORS IN THE DATA PROVIDED BY SPECIFIC DISTRIBUTORS.**

7. The Rebate is payable (quarterly – within 60 days after the end of the quarter) by a check or ACH payment upon calculation and approval of the Rebate by ATI. Company shall not be entitled to deduct or offset any amounts, whatsoever. ATI reserves the right to withhold rebate incentives payments if the Company has any outstanding overdue invoices with ATI.

8. It is your responsibility to comply with local Tax law and settle any and all taxes that may result from receipt of the rebate.

9. The term of this APP Agreement is from April 1, 2017 to December 31, 2017 and shall automatically renew if ATI or the partner does not cancel the agreement with a notice period of 6 weeks to fiscal quarter end.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all prior agreements pertaining to the subject matter hereof are canceled. This Agreement may not be amended or modified except in a writing executed by both parties

11. Waiver. The waiver by either party of a breach of any of the terms and conditions of this Agreement must be in writing and will not be construed as a waiver of any succeeding breach of such term or condition or the waiver of the provision itself. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

11. Assignment. This Agreement may not be assigned by either party without the prior written consent of the non-assigning party; except that ATI has the right to assign this Agreement in connection with a merger or other business combination in which ATI is not the surviving entity or in connection with any sale of all or substantially all of the capital stock or assets of ATI. Any attempted assignment in violation of this provision shall be null and void.

12. Law. This Agreement is enforceable to the extent permitted by applicable Law, in the Netherlands.



Appendix A

1. **Named Distribution Partners.** ATI reserves the right to remove or add Named Distribution Partners at its sole discretion and will update the Company upon any changes in Named Distribution Partners as they occur. As of the Effective Date of the APP Agreement the following are ATI's Named Distribution Partners:

Named Distribution Partner	Address	Country
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2. **APP Program Designation.** ATI determines the Associate Partner Program designation based upon the Company meeting ATI's Technical, Marketing and Sales requirements as follows:

APP Level Requirements	Silver	Gold	Platinum
Technical Requirements			
ATI Technical Webinars	2	2	3
CAT Certification		1	2
CAP Certification			2
Marketing Requirements			
ATI Marketing Webinars	1	2	3
Quarterly Customer Emailer	1	1	1
Joint Marketing Event		1	2
Sales			
Business Review per Fiscal Year	1	2	4
Joint Events		1	2
Annual Business Plan			1

3. **Product Category Factors.** Company's quarterly purchases of ATI Products will earn additional point factors as follows:

Products categories	Factors
Network Interface Cards	1.5
Unmanaged Switches	1.5
Media Converters and Optical	2.5
Wireless	2.5
Assesories	3.0
Services	4.0
Managed Switches and X-Series	5.0



4. **Tier Status Factors.** All Partners start with a factor of one (1) at the beginning of the year or at the beginning of the initial Effective Date of the APP Agreement. On a quarterly basis, Partners may earn Tier Status one (1) through four (4) depending on the point level achieved in the quarter. The following Tier status factors will be used as a final multiplier, to be applied in the following quarter. The Company's Tier status resets to zero (0) at the end of the year. Tier Status Factors will be assigned based upon the following point achievement levels:

Tier Status Levels	Factors
Tier 1 (>1000 Points)	1.2
Tier 2 (>2000 Points)	1.3
Tier 3 (>4000 Points)	1.5
Tier 4 (>6000 Points)	2.0