

SOLUTION PARTNER PROGRAM POLICIES
PROGRAM YEAR 2019: JULY 1, 2018 – JUNE 30, 2019
Version September 28, 2018

These Solution Partner Program Policies (“Policies”) are current as of the version date set forth above and will remain in effect unless and until they are superseded at this same (or redirected) URL by a version with a later version date. IoT-A may update or modify these Policies at any time in its sole discretion, with or without notice. These Policies, which are available in hard copy from IoT-A or online at <http://iot-amercias.com>, are subject to and made part of the IoT-A Master Solution Partner Program Agreement (“MSPPA”) which must be signed by both the Solution Partner and IoT-A in order to participate in the Solution Partner Program (the “Program”). IoT-A reserves the right, at its sole discretion, to waive or modify any provisions of these Policies in particular instances as it deems advisable. Capitalized terms not defined in these Policies have the meaning given to them in the MSPPA.

Solution Partner Program Overview

The Solution Partner Program is designed for Internet of Things firms that are inspired to lead the next phase of innovation and help companies connect with their customers in entirely new ways by offering implementation, integration and/or custom development related to the Services. The Solution Partner Program offers a simple, yet effective approach to increase business, engage new customers, and transform your relationship with IoT-A into a long-lasting competitive advantage.

Solution Partner Program Requirements

The Solution Partner Program requires that all potential Solution Partners undergo an initial screening process that includes: (a) a financial check to evaluate financial soundness, (b) completion of a registration form, which includes a questionnaire, and (c) some preliminary testing. If the potential Solution Partner is approved by IoT-A through the initial screening process, then there is further review and vetting to ensure that the potential Solution Partner and its products, software and/or services meet the following requirements (unless IoT-A chooses, in sole discretion, to waive one or more of the following):

- Protects customer proprietary network information (known as CPNI) from unauthorized access, use, or disclosure. CPNI includes, but is not limited to, the type of subscription service, amount of subscription service data usage, quantity of devices subscribed to the service, technical configuration of subscription, customer location, and other customer details.
- Agrees to IoT-A Rules of Engagement, as defined in these Policies, that govern interactions between Solution Partners and IoT-A to support positive sales engagement experience, minimize channel conflict, and promote a healthy partner ecosystem.
- Solution must include either end-to-end offering (hardware and application) or provide access to data collected from solution using web transfer protocols
- Hardware must be LoRa and LoRaWAN certified, or certified by cellular carrier if the hardware requires cellular connectivity
- Solution must be used as defined in authorized use case
- Partner must provide necessary documents for sales and technical resources such as white papers, technical specification sheets, sales overview, and all other relevant documents as needed
- Partner must provide sufficient levels of sales support for IoT-A or its resellers to effectively sell, install, troubleshoot, and manage all hardware and applications referenced in the MSPPA
- Partner must have sufficient inventory readily available in the US to fulfill incoming orders in a timely manner or provide an alternative approach that IoT-A deems acceptable

If IoT-A, in its sole discretion, concludes that the potential Solution Partner meets the above requirements, then the MSPPA will be sent to the potential Solution Partner for review and signing. Upon full execution of the MSPPA, the potential Solution Partner will become a Solution Partner entitled to participate in the Solution Partner Program.

Solution Partner Type

The Program will offer two engagement models for all participating Solution Partners.

- Resale Model– Solution will be included in IoT-A marketplace that will be accessible to all customers and partners. IoT-A will install and manage solution.
- Co-Sell Model– Jointly market and present complementary solutions alongside IoT-A.

Solution Partner Program Benefits

As a Solution Partner under the Solution Partner Program, IoT-A will use reasonable efforts to provide complete end-to-end solution design and implementation. IoT-A will monitor solution performance and use reasonable efforts to make any necessary adjustments to ensure proper functionality. Unlike programs developed by traditional services providers, the IoT-A Solution Partner Program is built exclusively for the Internet of Things and takes advantage of its unique customer engagement models, economics, and potential to deliver customer success.

Resale Model Benefits:

- Access to the IoT-A Solution Partner community portal. This online portal provides Solution Partners with a one-stop shop for education, enablement, and engagement. IoT-A provides the Solution Partner with the resources and knowledge they need to flourish in the IoT-A ecosystem and grow their business.
- IoT-A will provide pre and post-sales support for solutions sold. These services include installation, removal, solution management, and technical support
- Access to the IoT-A Buyer sales process and market learnings
- Access to the IoT-A "Solution Partner" Badge for marketing purposes
- Quarterly Business Reviews (QBR), including review of business plan and Solution Partner performance metrics
- IoT-A will designate a Solution Partner manager resource to help the Solution Partner remain in good standing and comply with these policies by:
 - Assisting with business planning
 - Navigating the enablement journey
 - Reviewing quarterly business program
 - Highlighting applicable Solution Partner Program benefit
- Marketplace Listing Program Benefit as defined below in these Policies
- Marketing Services as defined below in these Policies
- Joint sale opportunities

Co-Sell Model Benefits:

- Access to the IoT-A Buyer sales process and market learnings
- Joint sale opportunities

Solution Partner Tiers

There is currently only one tier for all Solution Partners.

Program Fees

There are currently no fees to join and participate in the Solution Partner Program.

Compliance

At all times during its participation in the Solution Partner Program, Solution Partner must comply with all applicable anti-corruption laws as more fully stated in the MSPPA. If IoT-A reasonably suspects Solution Partner has breached such obligation, IoT-A may inspect and copy Solution Partner's books, records, and accounts and interview relevant Solution Partner personnel. Solution Partner agrees that IoT-A may request verification that Solution Partner, Solution Partner's sales representatives, and anyone engaged by Solution Partner to perform work in connection with the Solution Partner Program has undertaken compliance training that addresses Solution Partner's compliance obligations under the MSPPA and these Policies.

Training

Solution Partner shall provide training sessions for IoT-A and its sales channel personnel regarding the operation, sales and marketing of the Solution Partner hardware, software and/or services at no additional charge to IoT-A. Solution Partner shall provide reasonable technical assistance to IoT-A and its sales channel personnel with respect to integration, deployment and engineering assistance in the operation of the Solution Partner hardware, software and/or services at no additional charge to IoT-A. Solution Partner will also provide case studies, knowledgebase materials and product selections guides to assist in marketing and sales. IoT-A agrees to make its sales channel personnel, and other relevant IoT-A staff, available at its expense, for training by Solution Partner in such manner and at such times as the parties may reasonably agree from time to time.

Marketplace

For Resale Model Solution Partners only, and subject to the terms of the MSPPA and these Policies, Solution Partner may be entitled to the Marketplace Listing Program Benefit allowing Solution Partner to market its hardware, software and/or services on the Marketplace during the Term of the Solution Partner's MSPPA.

Marketing Services

For Resale Model Solution Partners only, and subject to the terms of the MSPPA and these Policies, IoT-A grants Solution Partner a non-exclusive, nontransferable, limited license to use those portions of IoT-A's marketing programs, marketing materials, and tools. Solution Partner's use of the Marketing Services must comply with IoT-A's current branding guidelines as agreed upon between IoT-A and Solution Partner. IoT-A may change any of these guidelines, as well as the press release guidelines (and the location where any of these guidelines can be accessed) at any time, and,

upon reasonable notice from IoT-A, Solution Partner will promptly modify Solution Partner's use of the Marketing Services to conform to any such changed guidelines. Solution Partner shall ensure that all such use is in accordance with the MSPPA and these Policies at all times. Solution Partner agrees to be responsible for any misuse of the Marketing Services by Solution Partner or any third party using the Marketing Services on Solution Partner's behalf and Solution Partner agrees to use the Marketing Services at Solution Partner's own risk. If IoT-A, in IoT-A's sole discretion, determines that Solution Partner's use of the Marketing Services does not comply with the MSPPA and these Policies, including any of guidelines referenced above or any others required under the Solution Partner Program, Solution Partner will promptly modify or discontinue Solution Partner's use as directed by IoT-A. In the event Marketing Services include payments to Solution Partner, then Solution Partner will maintain adequate books and records regarding the basis for such payments and will provide IoT-A with copies of such records upon request.

Rules of Engagement

The IoT-A Rules of Engagement govern interactions between Solution Partners and IoT-A to support positive sales engagement experience, minimize channel conflict, and promote a healthy partner ecosystem. The Rules of Engagement are based on "First Come, First Served" principle.

IoT-A will engage the Solution Partner only after all incoming sales opportunities have been qualified. By "engage", we mean:

- Make on-site visits, presentations, and/or customer demonstrations with IoT-A
- Facilitate visit(s) by IoT-A
- Facilitate pre-sales training by IoT-A

IoT-A will only engage with Solution Partners on an individual sales opportunity basis and not for all opportunities related to an account. IoT-A does not recognize the notion of a Solution Partner "owning" the account. A Solution Partner's engagement is limited to an individual deal registered with IoT-A. This is the case even when IoT-A has introduced the Solution Partner to an account, or if IoT-A has had a selling relationship with an account for years.

Solution Partners may engage IoT-A with sales leads outside IoT-A buyer sales process where services from IoT-A can benefit the Customer.

IoT-A will continue to engage with the Solution Partner through the sales process unless:

- IoT-A is already engaged with another Solution Partner
- Solution Partner elects to break off the engagement
- Solution Partner fails to adequately support the engagement
- Customer mandates that the deal go to another Solution Partner

Data Security Requirements

Solution Partner is required to comply at all times with IoT-A's data security requirements as outlined in "Confidential Information and Data Security Measures" policy that can be found online at <http://www.iot-americas.com/>.