

UNITRENDS, INC.
UNIREWARDS PROGRAM TERMS

By clicking “Join Now” or “I Agree” you agree to the following terms and conditions applicable to your participation in Unitrends, Inc. (“Unitrends”) UniRewards Program. If you do not agree to the following terms and conditions, do not click “Join Now” or “I Agree” and do not participate in the UniRewards Program.

As an employee of a participating Unitrends reseller or distributor, you are entitled to participate in the UniRewards Program and earn award points for engaging in various activities associated with the Unitrends brand. An award point is an incentive reward earned by a UniRewards participant for completing an eligible activity. Different types of promotional activities are outlined in the UniRewards program and each activity is eligible for a specific award point amount. There is no fee to join. However, your employer must be an active member of the Unitrends Partner Program and agree to permit its individual employees to participate in the program. The program is void in jurisdictions where it is prohibited.

Qualification

Unitrends’ UniRewards Program is open to any Unitrends reseller or distributor participating in the Unitrends Partner Program that authorizes its individual employees’ participation in the UniRewards Program. In addition, the following rules apply:

- Corporations and/or entities cannot be enrolled as participants.
- Participants earning \$600 or more in award points will be subject to provide a valid social security number, date of birth and mailing address for appropriate 1099 filing (within the United States). Please see section: How are taxes on my earnings handled?
- Membership accounts are nontransferable.
- Only one person may be enrolled per UniRewards account.
- In the event more than one account number is assigned to the same individual, the duplicate account will be cancelled, and only the applicable award points can be transferred to the remaining account.

Non-US participants can participate in UniRewards, although they may be only eligible to redeem specific affiliate cards. For example, the prepaid Visa card is not available to participants outside the United States at this time.

Accumulating Award Points

Members accumulate points by engaging in predetermined promotional activities that earn specific point values. A table of current promotional activities and point values earned by activity is located below. Note that promotional activities and point values are subject to change at any time without notice. When a change occurs any points earned but not yet issued will be awarded using the point value in effect when the activity was completed. Please check back frequently for program updates and changes.

Redeeming Award Points

Once awards points are approved by Unitrends and participants hit specific thresholds per our partner affiliate card options, a participant can redeem his or her award points for cash value in the denominations specified. A participant can simply click the Redeem Points tab and select the preferred award option available from the Rewards Catalog.

First time participants redeeming their points for their UniRewards Bancorp VISA Debit Card will be prompted to fill in a one-time short form with information as required by the PATRIOT ACT. Once redeemed, you will receive your personalized UniRewards Bancorp VISA Debit Card via FedEx in about 5-7 business days. On subsequent redemptions, funds will be transferred to a participant’s debit card account within 5-7 business days.

Other partner affiliate gift card programs simply require selecting your redemption points and clicking through to receive your on-line voucher, which will include your unique awards code. Redemption process varies reward selected. Please see your redemption voucher for detailed instructions on how to redeem.

Points will generally be awarded within 10 business days of approval of a participant’s completion of an activity. Awarding of points may vary based on approval processing times by Unitrends.

Award points will be earned in direct proportion to qualifying activities and the number of activities a participant participates in. There is no maximum amount of awards points a participant can earn by participating.

Pending Points

Pending points are earned award points that have been reported to us by your activity within UniRewards but are not yet available for redemption. Points go into a pending period to allow for approvals, confirmation of sales order, returns or cancelled orders. Points are only awarded for paid products per the point schedule found below, which excludes all free promotional products, taxes, and shipping and handling.

Forfeiting Points

If a participant does not log into the Unitrends Partner Portal for 90 or more days his or her account will be made inactive and any accumulated points will expire.

Unitrends reserves the right to de-activate or close an account under the following circumstances:

- Fraudulent activity occurs
- A member requests an account closed
- A member is deceased
- A member does not respond to repeat communication attempts regarding the status of his/her account
- A member has a duplicate account

Unitrends reserves the right to audit members' accounts at any time and without notice to ensure compliance with the UniRewards program rules, and all other applicable rules and regulations. Unitrends also reserves the right to adjust points based on standard accounting practices. Unitrends may also adjust or deduct points after award point accumulation if the final sales price is adjusted or results in bad debt to ensure that the awarded points reflect the updated sales amount.

In the event the audit reveals discrepancies or violations, Unitrends may delay the processing of award points, or cancel any outstanding award points until the discrepancies or violations are resolved. During an investigation, Unitrends may suspend the UniRewards account of a participant. While the account is suspended, the member may continue to accrue points in the account, but no redemptions or other transactions will be permitted and any outstanding award points will be cancelled. Cancelled award points must be surrendered to Unitrends upon Unitrends' request.

Unitrends reserves the right to terminate a participant's membership in the UniRewards program at any time if a participant violates these terms and conditions or any any term or condition of standard business conduct associated with Unitrends contracts. Termination of membership will result in a loss of all accumulated award points in the account, the cancellation of any unused awards, and the loss of all other UniRewards benefits. Terminated participants are not eligible to participate in any aspect of the UniRewards program, including without limitation any special promotions or UniRewards partnership offers. In lieu of termination, Unitrends may at its sole discretion deduct award points from a participant's account, but permit the participant to continue participating in UniRewards. Participants whose accounts have been terminated for any reason may not reopen new accounts.

Taxes

If a participant in UniRewards resides in the United States and earns more than \$600 in total awards, we will send you a 1099 document after the end of the year. You will be responsible for paying the appropriate taxes on your earnings. If you reside outside the United States, we are not required to provide a 1099 earnings report to non-US taxing authorities; however, you can obtain a summary of your earnings in UniRewards portal. You can use that total for any tax obligations you may have in your specific country.

Changes to the UniRewards Program

Unitrends reserve the right to change the UniRewards program rules, benefits, regulations, and special offers at any time without notice. This means that Unitrends may initiate changes, for instance, impacting partner affiliations, rules for earning award points, and continued availability of awards. Such changes to Unitrends' UniRewards program may include modifications that (i) govern award points or other benefits earned on or after the date of change, (ii) change the value of already accumulated award points or other benefits or (iii) govern award points or other benefits earned on or after the date of change and change the value of already accumulated award points. Unitrends reserves the right to terminate the Unitrends' UniRewards program at any time with or

without notice.

Qualifying Activities

The table below shows the current activities in which a participant in the program can earn UniRewards points. The activities and the amount of points earned are subject to changes at Unitrends' sole discretion. Whether an activity is completed and approved and is eligible for points is determined by Unitrends in its sole discretion.

Category	Tier points required	UniRewards Points	Value (\$)
Sales	Deal Registration*	1250	\$100
Engagement	Writing a blog post/article/whitepaper	250	\$20
Engagement	Customer speaking to press/analyst	1000	\$80
Training & Certification	Unitrends Certified Sales Professional (UCSP)	250	\$20
Training & Certification	Unitrends Certified Associate (UCA) – basic technical	1250	\$100
Training & Certification	Unitrends Certified System Administrator (UCSA) –advanced technical	1250	\$100
Engagement	Submit a case study	1000	\$80

* Minimum deal size is \$5,000 to qualify for this incentive

** UniRewards points are not awarded for Sales activities that exceed Unitrends Deal Registration discount levels

Governing Law; Entire Agreement

These terms and conditions are the entire agreement between Unitrends and a participant and supersede all prior or contemporaneous agreements, arrangements and understandings. All disputes under these terms and conditions will be governed by the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws and each party consents to the jurisdiction and venue of the courts located in the Commonwealth of Massachusetts. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY.