

Arctera Partner Force Program Guide

RESELLER PARTNERS

DECEMBER 2024

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Introduction to the Arctera Partner Force Program Guide

This Arctera Partner Force Program Guide (Program Guide or Guide) describes Arctera Partner Force (APF) requirements and benefits for our reseller partner members. It is designed to provide the Arctera channel partner community key information on APF Program framework, benefits, tools, and resources with links to relevant PartnerNet pages and contractual Supplements for quick access to benefit administration.

Please note that this APF Program Guide, including the Financial Benefit Overviews it contains and the Supplements referenced (Partner Tier Accreditation Requirement Supplement) and hyperlinked in this APF Program Guide, are part of and are incorporated into your current Arctera Partner Force Program Agreement, which is accepted online as part of enrolling in and/or accessing benefits of the APF Program (APF Enrollment Terms) or has been duplicated by Arctera as a result of the merger of Veritas and Cohesity.

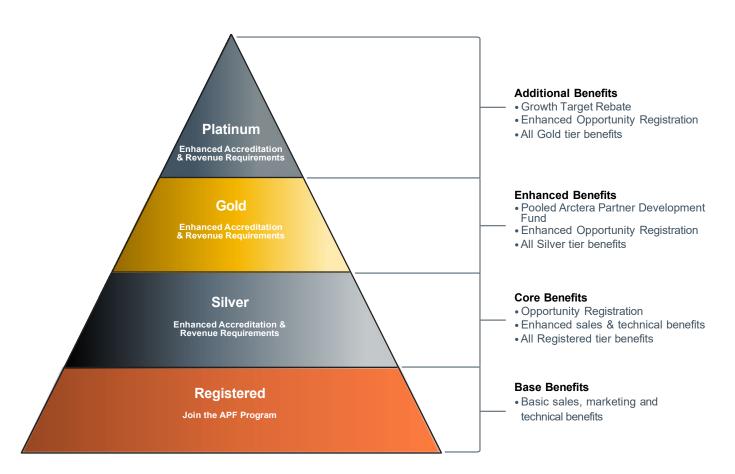
Your APF Agreement, including the most current Arctera Program Guide, is a legal agreement that overrides and replaces any previous Program Guide and Supplements concerning the same subject matter and any conflicting material or information on our websites.

Subject to section 8 of your APF Enrollment Terms, the terms of a Supplement, this APF Program Guide, and the APF Enrollment Terms control, in that order of precedence, if there is a conflict of the terms between and among such documents. Please note that Arctera reserves the right, in our sole discretion, to modify the APF Program Guide and Supplement(s) at any time.

This Program Guide does not describe any Arctera regional or product-specific promotions that may apply in a partner's local market. Arctera may publish additional fact sheets and program information on the partner and/or region-specific areas of PartnerNet or by other means to eligible partners.

Arctera Partner Force Program Framework

Earn more rewards, retain more customers, expand your market footprint, and grow your business with Arctera's performance-based financial benefits. Partners accepted into the APF Program become eligible for enhanced benefits as they advance through the Partner tiers.



Registered

As a Registered partner, you've taken the first step in building your partnership with Arctera and been accepted into the APF Program. As a result, you have access to sales and technical training and tools to help you build the knowledge and solutions expertise you need to address your customers' unique business challenges.

Silver

As a Silver partner, you have become familiar with Arctera products and solutions. In addition to Registered tier benefits, you have access to the Opportunity Registration (OR) financial benefit to support your growth and enhanced business benefits that will help you further develop the skills required to reach new customers.

Gold

As a Gold partner, you have invested in your Arctera partnership and are eligible for enhanced Silver tier benefits and access to the proposal-based Arctera Partner Development Fund (APDF) designed to support your business development and marketing activities.

Platinum

As a Platinum partner, you are one of Arctera' most invested partners, having achieved our highest Partner tier. In addition to enhanced Gold tier benefits, eligible Platinum partners have access to the Growth Target Rebate (GTR) benefit designed to incent and reward performance.

Arctera Partner Force Program Benefits by Partner Tier

The APF Program offers a host of planning, enablement, marketing, and technical benefits aligned to your business cycle and designed to support your growth objectives.

Plan		Program Tier			
Benefit	Description	Registered	Silver	Gold	Platinum
Arctera PartnerNet Portal	All partners have access to the Arctera partner portal which houses valuable information, training, resources, and tools. PartnerNet includes financial benefit pages for Eligible Partners to access, administer, and track transactional and strategic financial benefits.	~	√	✓	*
Partner Sales Manager	Engage directly with a Arctera Partner Sales Manager (PSM) to develop your relationship and grow your business with Arctera.			√	~
Arctera Partner Development Funds	Access to proposal-based marketing and business development funds designed to help you drive profitability and market differentiation.			~	~

Market		Program Tie	er			
Benefit	Description	Registered	Silver	Gold	Platinum	
Sales & Technical Pre-Sales Training	Access to no-cost online training courses, assessments, and other material designed to enhance product and solution knowledge. Learn how to position and sell the product.	√	√	~	✓	
Post-Sales Implementation and end-to-end Training	Fee based Arctera Certified Specialist (ACS) exams and labs are available, but you can also access complimentary preexam training, study guides and more on PartnerNet.	✓	√	✓	✓	
Sales and Technical Enablement Assets	Access no-cost online technical pre-sales training resources and discounted Instructor-led training provided by Arctera. Learn to perform a customer demo, deliver a technical sales presentation, and address competition on a technical level.	✓	~	✓	*	
Product Solution Webcasts	Access enhanced assets and collateral to support your sales, technical pre-sales, and marketing efforts.			√	~	
Market		Program Tie	Program Tier			
Benefit	Description	Registered	Silver	Gold	Platinum	
Partner Tier Logos and Certificates	Promote your APF Program membership and Partner tier to build visibility with customers.	√	√	✓	✓	
Partner Locator	A listing on the Arctera Partner Locator recognizes your Partner tier achievement, builds visibility, and helps customers locate you.		√	√	✓	

Sell		Program T	ier		
Benefit	Description	Registered	Silver	Gold	Platinum
Opportunity Registration	Increase your overall earning potential with OR rebates when you identify, develop, and close incremental sales opportunities.		~	~	~
Growth Target Rebate	Drive growth and earn a rebate on qualifying billings via your GTR benefit.				✓

Partner Tier Requirement Overview

Partners in the APF Program become eligible for enhanced financial and business benefits as they advance through the partner tiers by meeting and maintaining a combination of accreditation and revenue requirements:

Registered: Program entry level with no accreditation or revenue requirements.

Silver: Silver accreditation and revenue requirement to achieve and maintain tier.

Gold: Gold accreditation requirement and increased revenue requirement to achieve and maintain tier.

Platinum: Platinum accreditation requirement and increased revenue requirement to achieve and maintain tier.

Accreditation Requirements by Partner Tier

Partner Tier	Arctera Sales Expert (ASE)	Arctera Sales Expert Plus (ASE+)
Silver	2 people each hold 5 ASEs	2 people each hold 5 ASE+s
Gold	3 people each hold 5 ASEs	3 people each hold 5 ASE+s
Platinum	5 people each hold 10 ASEs	5 people each hold 5 ASE+s

Please note:

- Quantities displayed is the number of unique individuals who need to meet the respective accreditation requirement across the exam types (ASE/ASE+). Unique individuals can be the same or different people between the exam types.
- Accreditation requirements are refreshed after Arctera' Annual Review so the partner tier requirements for a new compliance period requires the training to be current as of the beginning of the compliance period.
- During the compliance period as new accreditations are released, both the current version of an accepted accreditation offered and
 one version back count towards meeting accreditation requirements; please see the Partner Tier Accreditation Requirement
 Supplement available on PartnerNet for current accepted accreditation versions.
- ASE and ASE+ are complimentary assessments and may be taken via PartnerNet on demand.
- A PartnerNet contact record must be active for the associated accreditations to be recognized under their Partner company's
 PartnerNet account; Partner contacts must log into PartnerNet at least once every six (6) months to keep their PartnerNet contact
 record active.
- · Accreditations are recognized for contacts within only one PartnerNet account record and may not be shared across accounts.

Revenue Requirements

Tier Country Grouping	Silver	Gold	Platinum
Tier 1 – United States	\$20,000	\$600,000	\$1,000,000
Tier 1a – France, United Kingdom	\$20,000	\$200,000	\$500,000
Tier 2 – Canada, Germany, Italy, Korea, Spain	\$10,000	\$100,000	\$400,000
Tier 2a – Japan, Singapore	\$10,000	\$70,000	\$250,000
Tier 3 – Australia, Austria, Belgium, Brazil, Chile, China, Colombia, Denmark, Finland, Ireland, Israel, Luxembourg, Mexico, Netherlands, Norway, Portugal, Saudi Arabia, South Africa, Sweden, Switzerland, Turkey, United Arab Emirates	\$10,000	\$40,000	\$150,000
Tier 4 – All other countries	\$2,000	\$25,000	\$100,000

Please note: The Partner tier revenue requirement is assessed on qualifying billings* in the last four full quarters (or current quarter and last three if higher).

Maintenance of Partner Tier Requirements

To preserve APF Program membership at a particular Partner Tier, Partners must maintain compliance with all applicable accreditation and revenue requirements for that tier. Arctera conducts an APF Program Annual Review and encourages partners to maintain compliance during the year to be in the best position possible when reviewed.

Arctera Partners are responsible for maintaining their knowledge of Arctera products and solutions. As new versions of products and solutions are released with related training courses and exams made available via PartnerNet, partners are strongly encouraged to complete such additional training.

A change of partner tier will immediately affect associated APF Program tier-level benefits. Unused benefits accrued under a previous tier or Benefit term do not accumulate to the new tier. Partners will be re-evaluated for Partner tier reinstatement once all Partner tier requirements have been met.

Tier Adjustment and Notification Process

Arctera routinely tracks partner activity within the APF Program — each Partner's program tier will be reviewed and may be adjusted (also known as releveling) based on achievement of Partner tier requirements. Notification of any tier releveling will be provided to the partner's PartnerNet Primary Contact. Benefits commensurate with the new APF Program tier will be enabled as the adjustment is made, subject to the rules and requirements of the Benefit in question. Partners may also request a review to adjust their APF Program tier by contacting their Arctera Representative or emailing the Channel Operations Team.

- Partners are releveled to a higher tier during the Arctera fiscal year, based on attainment of partner tier requirements achieved during that fiscal year.
- Non-compliant Partners are releveled to a lower tier only as an outcome of the APF Program's Annual Review.

Arctera Partner Force Program Financial Benefits Summary

Earn more rewards, retain more customers, expand your market footprint, and grow your business with Arctera' transactional and strategic performance-based financial benefits.

- **OR**: Earn up to 24% (Platinum) 16% (Gold) 10% (Silver) potential rebate for active identification, development, and closure of new and incremental sales opportunities on qualifying Arctera products
- APDF: Apply for proposal-based development funds to support your eligible Arctera business and marketing activities empowering growth in your Arctera business
- GTR: Earn up to 2% rebate on qualifying new and renewal billings by maximizing achievement against GTR targets

Growth Target Rebate (G	Up to 2% Rebate		
Opportunity Registration (OR)		Pooled Fund	Pooled Fund
	OR Rebate	Increased OR Rebate	Maximum OR Rebate
Registered	Silver	Gold	Platinum
Entry Level	Accreditation & Revenue Requirement to enter and maintain	Accreditation & Revenue Requirement to enter and maintain	Accreditation & Revenue Requirement to enter and maintain
Basic sales, marketing, and technical benefits	Partner Locator listing Access to OR All Registered tier benefits	 Market Planning Increased OR Pooled APDF All Silver tier benefits 	Increased OR GTR All Gold tier benefits

Opportunity Registration (OR) Benefit Overview

OR provides rebates to Eligible Partners for identifying, developing, and closing new and incremental sales opportunities on qualifying products. To participate, you must be a Silver, Gold, or Platinum partner, meet all benefit criteria and purchase your approved opportunity through the Authorized Distributor selected upon registration. Rebate percentages are based on Qualifying Billings for the approved products billed by Arctera in the closed order. Rebate amounts shown below are applicable to deals registered, approved, and closed during Arctera' FY25, December 19, 2024, through April 30, 2025.

Rebate Type	Standard Rebate	Supercharge Rebate: 3+ year Subscription		rge Rebate: w Logo	Supercharge Rebate: Winback Renewals				
Description	Standard Rebate applies to any opportunity that is not for a Supercharge Rebate opportunity, each as defined in this chart.	Supercharged 3 + year Subscription Rebate applies to any opportunity for a 3 + year subscription term other than for Net New Logo opportunities.	Supercharge Net New Logo Rebate applies to opportunities where the end user customer is new to Arctera.		Logo Rebate applies to opportunities where the end user customer is		Logo Rebate applies to opportunities where the end user customer is		Supercharge Winback Rebate applies to select renewal accounts where support or subscription license has lapsed from 6 to 24 months prior.
Business Type		New Business			Renewal Terms (Subscription only)				
Products Per the Qualifying Business Transactions Type Chart HERE	All eligible on-premise software and maintenance & support transactions	Eligible on-premise software and maintenance & support subscriptions	software and		Eligible Renewal Terms of lapsed on-premise software and maintenance & support subscriptions				
Eligible Term Length*	1 or 2 years Subscription or Perpetual*	3+ years*	1 or 2 years*	3+ years*	Any renewal subscription term*				
Platinum Partner Tier	10%	18%	12%	24%	10%				
Gold Partner Tier	6%	12%	8%	16%	6%				
Silver Partner Tier	3%	7.5%	5%	10%	3%				
Installment Payments		e-billed amount of a subscri ar payments paid in installn							
Promotions not combinable		Incentive/Supercharge pron							
Perpetual Term, Reduced	The rebate amount for perpetual licenses is at a reduced rate of 20% of the Standard Rebate amount.	Perpetual licens	nses do not qualify for Supercharge Rebates.						
Additional terms per Rebate			Minimum deal size of \$20,000 (pre-billed) billings value.		Software or support subscription term must have lapsed 6 to 24 months prior to opportunity registration based on service contract dates. Deals registered must book 24 months from lapse. If new business is being sold with a Winback Supercharge renewal opportunity, the new business portion will need to be registered separately.				

Qualification Criteria

Partner-originated and partner-led opportunity. Eligible Partner is required to complete, at a minimum, all the following pre-sales activities for the opportunity they are registering:

- · Prospect and uncover the opportunity
- · Qualify the opportunity
- Engage with the decision maker
- · Quantify the budget
- · Identify the estimated date of closure

New opportunity for Arctera. A new opportunity under this Benefit is defined as meeting any of the following criteria:

- New end user customer for Arctera
- New sales opportunity for add-on license/appliance sales of existing products within an existing Arctera account
- Sales opportunity for new products within an existing end user customer account

Transacted in the relevant Arctera Geo. An opportunity must be registered, approved, and booked in the same Arctera geographical region and/or country. For example:

- An opportunity registered and approved in Europe, Middle East, and Africa (EMEA) must also be booked by Arctera in EMEA to
 qualify for Benefit; however, for countries outside the European Union (plus the United Kingdom), the opportunity must be registered
 in the same country as the end user ship-to location
- For North America, an opportunity registered in the United States must have an end user and ship-to in the United States and an opportunity registered in Canada must have a ship-to in Canada to qualify for Benefit compensation
- For Latin America, to qualify for Benefit compensation an opportunity registered in Brazil must have an end user and ship-to in Brazil, an opportunity registered in Mexico must have an end user and ship-to in Mexico and an opportunity registered in the rest of Latin America (Multi Country Latin America Country or MCLAC) may have an end user and ship- to anywhere in MCLAC
- An opportunity registered and approved within a country in Asia, Pacific, and Japan (APJ) must also have an end user and ship-to within that same APJ country to qualify for Benefit compensation

Be transacted with the relevant Distributor and for the relevant End User except as otherwise approved by Arctera. Eligible Partners must select a Arctera Authorized Distributor in the Portal when registering deals. Benefits are conditional on purchases of the Eligible Products being made by Eligible Partner from such participating Authorized Distributors or from Arctera via a third-party Cloud-Provider Marketplace for onward sale to the end customer for whom it was registered. By selecting an Authorized Distributor, Eligible Partner is indicating that such Authorized Distributor is engaged with Eligible Partner in the individual transaction and furthermore that Eligible Partner agrees to details of such opportunity being shared with the Authorized Distributor. In general, deals which are not directly transacted by Eligible Partner through the selected Authorized Distributor will not be eligible for the Benefit.

Eligible Partner must provide the Deal Identification Number (Deal ID) to their Arctera Authorized Distributor selected at time of deal registration, for inclusion on the order for tracking purposes and to aid in the rebate validation process. Arctera requires the transaction placed to Arctera by an Authorized Distributor to specifically list Eligible Partner, the end user customer for which the Deal ID is issued and the Deal ID. The Deal ID should be placed in the shipping instructions or where a partner normally places a Business Approval Number / Special Pricing Identifier when exception pricing is required.

OR Submission

An Eligible Partner must complete end user and opportunity data for each opportunity submitted through the Financial Benefit Portal (Portal) on PartnerNet. All registrations submitted for consideration must have a minimum deal size of \$5,000 USD or local currency equivalent and meet Arctera' then-current criteria to be eligible.

- Eligible Partner must register and be approved for the opportunity at least 30 days before the relevant order is billed in Arctera' ERP system to be eligible for the Benefit.
- The current list of OR eligible products are detailed in the Portal on PartnerNet. Arctera reserves the right to update the Eligible Products from time to time and such updates will be published in the Portal.
- To ensure the consideration of Supercharge Incentive Rebates, Eligible Partner must indicate the opportunity is either "Supercharge 3+ Year Subscription", "Supercharge Net New Logo", "Supercharge Net New Logo 3+ Year" or "Supercharge Winback" opportunity by selecting the appropriate incentive from the "Incentive Program" dropdown menu in the registration form or by adding the incentive name in the Project Description, if it is not available in the "Incentive Program" dropdown menu.

Approval & Notification

If the deal meets all the eligibility requirements, the registration will be approved. Please note that registrations are processed on a first in, first out basis. Eligible Partners should submit registrations as soon as possible after the initial sales call or meeting with the end user customer. If the same opportunity is submitted by more than one partner, a partner will need to provide evidence of establishing the opportunity, and that it is not an RFP/RFQ/Public Tender situation, before an approval will be granted.

Eligible partners will be notified of approval via automated email to the email address used by the partner to register the deal. Verbal approvals are not granted, and Arctera Sales Representatives are not authorized to provide Benefit approvals.

OR Duration

Benefits are available only when an opportunity registration has been approved by Arctera. Registrations are valid for nine (9) months from the date of opportunity approval by Arctera. Requests for a 90-day extension beyond the initial 9-month timeframe must be submitted via email to the appropriate regional partner program operations team prior to the expiration of the approved opportunity registration. Requests for an additional one-time extension beyond the 90 days must be submitted in writing to the Arctera Channel Operations Team prior to the expiration of the opportunity registration and will require written approval by Channel Sales and Channel Program Operations management. Approved one-time extensions will be valid for a period of an additional 90 days.

OR Rebate Process

To be eligible for a Rebate, the Eligible Partner must notify Arctera of deal closure by returning to the approved opportunity registration in the Portal, entering their order information (i.e., Sales Order Number(s), Reseller PO(s), Distributor PO(s)) and changing the Partner Registration Status from "Approved"/ "Limited Approval" to "Rebate Requested". Note, Arctera may request Eligible Partner to provide copies or the relevant end user PO and/or Eligible Partner and Distributions invoice(s). Partners must submit a claim for a Rebate within 30 days of deal closure (the date the order is billed in Arctera' ERP system).

Rebate payments are calculated monthly based on the Eligible Partner's tier at the time of deal closure. Eligible Partners should expect to receive rebate payments approximately 45 to 60 days after the close of the month in which the deal is recorded as closed in the Portal and is invoiced by Arctera. Written notice of issues concerning Benefit payment must be received within 30 days of issuance of a payment, after which Eligible Partner shall have no further right to dispute the payment under this Benefit.

No Order Splitting

All opportunities must be registered with a conservative estimate of its full value even if pay-out is subjected to the Deal Cap. Dollars above \$1,000,000 USD net billings license value to Arctera in Eligible Products, do not qualify for the Benefit. End user customer transactions booked by Arctera within 30 days of each other constitutes a single transaction and are subject to the deal size minimum and deal size maximum requirements. Partners found to be withholding or splitting orders to avoid the deal size maximum requirement may be subject to corrective action by Arctera including withholding of the Benefit. For the avoidance of doubt, Arctera shall apply its fiscal conversion rate ("Plan Rates") to determine whether transactions meet the minimum/maximum deal value benefit requirements. Eligible Partner can request these Plan Rates from Arctera.

Exclusions & Retractions

Arctera reserves the right to contact the end user customer regarding the registered opportunity to verify that the above requirements are met. For the avoidance of doubt, the following will not qualify for the Benefit:

- · Sales deals already entered by another partner.
- Sales deals already forecasted by a Arctera Sales Representative (either as a Arctera originated deal given to Eligible Partner or being originated by another Arctera Partner) in the Arctera CRM System.
- Sales deals made by Eligible Partner who do not meet the Benefit eligibility requirements as defined in this Benefit Overview.
- · Excluded Business Transactions & Licensing Programs.
- · Arctera Products other than Eligible Products.
- Tenders (RFPs/RFls/RFQs) (Arctera reserves the right to reject any approved opportunity, which is or is subsequently put out to Tender during the lifecycle of the opportunity).
- Compliance engagements led by the Arctera Licensing Services team, resulting in a settlement to address customer non-compliance with its license rights.
- Opportunities registered by the partner for their own company use, affiliate company use, software as a service, or to resell to other Arctera partners.
- · Opportunities not directly transacted through the Authorized Distributor or Marketplace selected at registration.
- Opportunities not for forward sale to the end user identified at registration.
- Opportunities registered by the partner for an end user customer company that is outside of the partner's geographical region/ country.

Because registered deals are Partner-led, partners are expected to actively drive the deal forward, from qualification to closure. Partners who jointly engage with Arctera on sales opportunities are expected to position Arctera products as the preferred solution for that specific opportunity unless mutually agreed otherwise by Arctera and the Partner to win the total solution.

Arctera reserves the right to retract a prior approval for any reason before order booking. The following are examples where a prior approval would be retracted:

- The partner is no longer pursuing the specific opportunity or is positioning competitor solutions without prior agreement.
- The partner displays a lack of involvement in pursuing or advancing the opportunity to closure with the end user customer.
- A submitted opportunity approved by Arctera in good faith subsequently transpires to have errors on the registration which would
 otherwise have caused Arctera to reject such opportunity, or if the opportunity is later discovered to be ineligible under the rules of
 this Benefit.

Please refer to the Arctera Financial Benefits Qualifying Billings and Terms section of this Guide to understand which transactions and licensing programs qualify or are excluded from the Benefit.

Arctera Partner Development Fund (APDF) Benefit Overview

APDF is a pooled fund available to Platinum and Gold Partners to support eligible Arctera business and marketing activities empowering growth in our mutual business.

Arctera provides Eligible Partners access to APDF on a quarterly basis via the Financial Benefits Portal (Quarterly Budget). Arctera reserves the right to determine APDF consumption at its sole discretion.

APDF High Level Process

Use of the Benefit consists of a five-step process that is detailed below:

- · Activity planning and development
- · Activity submission by Eligible Partner
- · Activity review and approval notification by Arctera
- · Eligible Partner's completion of Activity
- · Claim submission by Eligible Partner and payment by Arctera

Activity Planning and Development

The activity planning and development process is a joint effort between Eligible Partner, their Arctera Representative and Arctera Channel Marketing Manager to determine the most effective eligible Activity(ies), as defined in the Arctera Partner Development Fund Activity Details Appendix, against which to apply available Funds. The Activity(ies) should align to a joint partner plan and to the Arctera corporate and regional strategies and priorities.

Activity Submission by Eligible Partner

After Arctera and Eligible Partner have agreed on the potential Activity(ies) supporting their marketing plan, Eligible Partner must use the Portal to submit the Activity for Arctera review and approval. All Activity submissions will be managed through the Portal. Please Note: Submitting an Activity is not a guarantee of receiving approval, and an approved Activity is not a guarantee of receiving reimbursement if claim criteria are not met.

Once in the Portal, Eligible Partner will be presented with a list of pre-defined Activity types from which to choose. The following guidelines will be enforced for each Activity:

- · A submitted Activity must be a minimum value of \$250 (USD) or local currency equivalent
- Any Activity starting in one Quarter and extending into subsequent Quarters may be split to distribute the cost evenly across each of
 the Quarters of the Activity duration; for example, an advertising campaign that lasts for an entire year could be entered as four
 activities: one in each Quarter for 25% of the total cost
- The Activity must be submitted at least two (2) business days before the Activity start date to allow for sufficient approval time; the
 maximum Activity end date when creating an Activity can be no more than 180 calendar days from when Eligible Partner obtained
 access to the Quarterly Budget
- Any changes to an approved Activity must be re-submitted via the Portal and re-approved by Arctera or Eligible Partner will forfeit the right for reimbursement
- Funding is subject to availability of sufficient APDF for each Eligible Partner

Activity Review and Approval Notification by Arctera

Arctera will review the submitted Activity request, and assess it based on alignment to Arctera corporate and regional strategy, clearly articulated value proposition(s), and proposed Return on Investment ("ROI").

Key criteria for Arctera' evaluation of the Activity(ies) are:

- · Alignment with Arctera sales and marketing campaigns
- Activity(ies) timing and complexity (i.e., Eligible Partner ability to successfully execute)
- Projected ROI of the Activity(ies)
- Additional marketing and business development activity(ies) and investments funded by the Partner that support or complement the
 Activity request

Arctera will use reasonable efforts to respond to Eligible Partner within five business days from the Activity submission date, to indicate whether Arctera approves, denies, or requests modifications to the Activity.

Upon notification of approval via the Portal, Eligible Partner may begin execution of the defined Activity(ies), unless additional action is required as notified to Eligible Partner via the Portal. For example, some Activity(ies) may require acceptance of additional terms and conditions.

Claim Submission by Eligible Partner and Payment

Once a submitted Activity is approved, Eligible Partner may move forward with the Activity. Arctera will reimburse Eligible Partner for qualifying Activity(ies) through a Claim submission process within the Portal. On completion of the approved Activity, Eligible Partner will have 45 calendar days from the Activity end date to complete the Claim via the Portal with the Reimbursement Invoice to Arctera and Proof of Performance ("POP") information attached. Once the Last Claimable Date (indicated on the Portal) has been reached, no more Claim submissions may be made for the Activity.

The majority of Claims should be submitted directly after completion of the Activity, and as soon as possible after the Activity End Date indicated in the Portal. Please note: If the approved Activity is an event/conference with non-refundable pre-event costs, then a partial claim may be submitted for the up-front non-refundable portion, and a second partial Claim for the refundable cost may be submitted after completion of the approved event/conference.

Arctera reserves the right to audit Claims at any time, consistent with Arctera' audit and compliance verification rights under the APF Enrollment Terms. Selected Claims will be audited to ensure the following criteria have been met:

- Itemized Reimbursement Invoice to Arctera provided matched detailed receipts
- All POP information is available and relevant
- · Credible ROI information has been entered
- The amount claimed is equal to or is less than the approved Activity amount
- . The date of the expenses matches the date of the Activity

In completing the Claim, Eligible Partner must upload the required Reimbursement Invoice to Arctera and POP information (e.g., detailed invoices, dated receipts, vendor agreements, etc.) as outlined in the APDF Appendix. Lack of POP, ROI information and documented expense support — such as invoices — will result in a Claim denial and will be returned to Eligible Partner for corrective action (i.e., attaching any requested documentation). Once POP and ROI information has been received for the specific Claim, Arctera will use reasonable efforts to approve the Claim within five business days.

Payment on an approved Claim can take approximately three to five weeks from the date of approval, if the Eligible Partner is in good standing with Arctera Accounts Receivable. Only invoices submitted via the Portal can be processed for payment.

Arctera Fund Ownership and Benefit Rights Reserved

Funds belong to Arctera, and are intended for Arctera, at its sole discretion, to reimburse Eligible Partner for approved Activity(ies). Arctera reserves the right to alter or withdraw this Benefit at any time. However, such changes will not affect any Claim(s) approved prior to Arctera' announcement. Arctera reserves the right to deny reimbursement for any activity which Arctera deems inappropriate or inconsistent with pre-approved Activity(ies). All Activity(ies) will be funded at the discretion of Arctera. Funding is not guaranteed, and Arctera reserves the right to adjust the amount of available funds at any time. Arctera reserves the right, from time to time, to allocate funds to offset Arctera' costs associated with a standard diligence review performed on a Partner by a third-party firm, where required as part of Arctera' partner compliance program.

Eligible Partner is required to maintain the Gold or Platinum Partner tier for continued participation in the APDF benefit:

- Previously Eligible Partners who are re-tiered from either Platinum or Gold to the Silver or Registered partner tier will lose access to APDF on the date such re-tiering occurs; only approved Activity(ies) and claims will be honored; because Silver and Registered partners do not have access to APDF, you will need to ask your regional partner program team to assist you in submitting a claim for each of your approved activities that are still in progress post your re-tiering
- In the event of a change of ownership of Eligible Partner, APDF funds will not automatically be provided to the new owner; Arctera will review the situation and may reallocate funds provided the new owner has been granted a qualifying status
- If you are a Gold or Platinum Partner and your PartnerNet account is in Suspended status, you will be ineligible for all APF Program
 benefits including APDF; should your account return to Member status at a future date, any previously Approved or Claimable APDF
 activities are potentially forfeited

Please refer to the additional terms in the General Terms and Conditions for All Financial Benefits section of this Guide.

Growth Target Rebate (GTR) Benefit Overview

The Growth Target Rebate (GTR) is designed to reward eligible Platinum partners with a Arctera-approved Business Plan for their achievement of Arctera-defined quarterly growth targets based on qualifying billings*.

Platinum partners will receive an independent GTR target for each quarter. All targets will be issued at the beginning of the Arctera fiscal year via the Financial Benefit Portal as a revenue objective in each Platinum partner's business plan.

Quarterly GTR payout banding. Achievement of:

- 95% to 99.99% of GTR is a 0.25% rebate paid from \$1
- 100% to 114.99% of GTR is a 1.0% rebate paid from \$1
- 115% to 150% of GTR is a 2.0% rebate paid from \$1
- · Capped at 150% of target

Qualification and Newly Eligible Partners

If a partner achieved the Platinum partner tier prior to the start of the Arctera fiscal year, it will be issued four (4) quarterly GTR targets. If a partner is systematically releveled to the Platinum partner tier mid fiscal year, it will be issued GTR targets for the following quarter and all remaining quarters in the fiscal year.

If a Platinum partner is relevelled to a lower tier, GTR benefit eligibility ends immediately.

Target Acceptance

Eligible Partner will have the opportunity to review, accept or reject the GTR targets via the Financial Benefits Portal ("Portal") on PartnerNet. All targets must be accepted within the time specified by Arctera. Eligible Partner will not be eligible for the GTR Benefit for the specified period if they have rejected the GTR target(s), or not accepted the GTR targets, by the required timeline indicated by Arctera. Taking no action (either to reject or to accept) in the time specified is also deemed as a lack of acceptance and partner will forfeit participation in the GTR Benefit for the specified period.

Eligible Partner can view, accept, and review progress toward each quarterly GTR target and target via the Portal.

Currency and Qualifying Business

The GTR targets will be set and measured, and the GTR Benefit paid, based on the Arctera supported currency applying to the Eligible Partner's location. GTR Benefits will be paid exclusively on the Qualifying Business Transactions generated in the country(ies) where the end user customer is located and provided that Eligible Partner is at Platinum partner tier, in the Arctera Geo aligned to such country(ies). For countries where Eligible Partner is not at the Platinum partner tier for the corresponding geographical region, Eligible Partner will not qualify for the respective Benefit.

Not all business qualifies for the GTR target calculations and payouts. Please refer to the additional terms in the General Terms and Conditions for All Financial Benefits and to the Arctera Financial Benefits Qualifying Business and Terms section of this Guide to understand which transactions and licensing programs qualify or are excluded from the Benefit.

Benefit Payment Timing

GTR payout is calculated quarterly, after the close of Arctera' Quarter and paid to Eligible Partner in the applicable currency approximately four (4) to six (6) weeks after the end of the applicable Arctera Quarter.

^{*}Qualifying billings apply at the rate of 20% for perpetual licenses.

Financial Benefit Qualifying Business and Terms

The table below applies to partner tier revenue requirements and any Financial Benefit whose Overview refers to Qualifying Billings.

Qualifying Billings are calculated based on purchases of Qualifying Business Transactions and Licensing Programs (below), at the actual amount invoiced by Arctera for billings orders placed with Arctera by the Eligible Partner or by an Authorized Distributor or via a third-party Cloud-Provider Marketplace, during the relevant Benefit period (net of taxes, returns, credits, price adjustments and similar deductions, shipping, customs, or other similar charges). Qualifying Billings only include the pre-paid portion of an installment transaction; it does not include outyears of installment payments not invoiced by Arctera in the relevant Benefit Period. The Qualifying Billings value will not be calculated based on the Eligible Partner's buy price from its Authorized Distributor. All monetary values are reflected in U.S. Dollars (USD) and are to be calculated using the Arctera exchange rate. Any rebate is calculated exclusively on the Qualifying Billings generated for the country(ies) where the customer is located within the partner's Geo.

Arctera Partner Force Qualifying Business Transaction Types

✓ =Included; X=Excluded

	Transaction Type	Partner Tier	Opportunity Registration	GTR	APDF
	Initial Subscription Term		,	✓	
On-Premise Subscription	Add-on quantity	→	✓		✓
Software	Perpetual to Subscription (P2S) Conversion	X	Х	✓	Х
	Renewal Subscription Term (see OR Benefit Overview for limited exception)	Х	Х	✓	Х
Maintenance & Support for	Initial Term	✓	✓	✓	✓
Perpetual License	Renewal Term (see OR Benefit Overview for limited exception)	Х	х	✓	Х
	Initial Term Order				
	Initial Term Overages	✓	✓	✓	✓
Arctera Hosted Solutions	Co-Terms and Add-on Licenses				
	Subscription Renewal Term and Renegotiations (see OR Benefit Overview for limited exception)	Х	Х	✓	Х
	Product Solution Suite - Subscription Software & Arctera Hosted Solutions (*subject to approval)	✓	X*	✓	√
	New Perpetual License	✓	✓	✓	✓
	Appliances	✓	✓	✓	✓
	ARC-SPP (Arctera Service Provider Program)	✓	Х	Х	✓
	Business Critical Services	✓	Х	✓	Х
	Professional Services – Consulting, Education, Managed, Appliance	Х	Х	Х	Х
	TSPP SKUs	Х	Х	Х	Х
Excluded Transaction Types	Certain products designated by Arctera, including royalty bearing products on Arctera price lists	Х	Х	Х	Х
	Arctera Licensing Services transactions for non- compliance	х	х	Х	Х
	EOEM Program/other OEM Transactions	Х	Х	Х	Х
	Crossgrade SKUs (other than P2S Conversions)	Х	Х	Х	Х

Other Key Benefit Definitions				
Arctera Quarter	Geographical Regions (Arctera Geo)			
Arctera Quarter: Arctera Fiscal Year runs May 1 through April 30.	Cross-geographical regional Sales are			
Quarters run as follows:	excluded from Benefits.			
• Q1 is May – July;	Arctera Regions:			
Q2 is August – October;	NAM (North America)			
Q3 is November – January, and	LAMC (Latin America & Caribbean)			
Q4 is February – April.	EMEA (Europe, Middle East & Africa)			
	APJ (Asia, Pacific & Japan)			

General Terms & Conditions for All Financial Benefits

Changes to or Termination of Benefits. Arctera reserves the right to vary the terms of this Guide, of Benefits or to cancel Benefits, upon publishing notice of such amendment or cancellation directly by email to participating Eligible Partners, or at partnernet.arctera.io. The effective date of such termination shall be the date on which notice of such cancellation or termination is provided by email or posted at partnernet.arctera.io. If a Benefit is cancelled or terminated, Arctera will apply the Benefit to pay any payment to which Eligible Partner is entitled to, or to complete any eligible transaction which Eligible Partner quoted and closed within the originally stated Benefit Period, prior to such cancellation or termination. However, failure to comply with applicable laws and regulations such as the Foreign Corrupt Practices Act or the UK Bribery Act, and failure to avoid conflicts of interest, will result in immediate termination of access to Benefits including any outstanding payment or reimbursements, at Arctera' election.

Errors and Anomalies. Arctera assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction to or unauthorized alteration of reports or any electronically transmitted information. Arctera is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, providers, computer equipment, or software; or the failure of any e-mail to be received by Arctera because technical problems or traffic congestion on the Internet or at the **partnernet.arctera.io** website or at any tool utilized to register, submit, or claim benefits.

Rebate Payments. If Eligible Partner elects to have any rebate payment paid via a nominated distributor, then Arctera shall credit such distributor with the applicable payment. Eligible Partner acknowledges and agrees that Eligible Partner is fully responsible for obtaining such payment from nominated distributor and Arctera shall have no responsibility or liability to Eligible Partner in the event of non- payment by distributor. Any Eligible Partner who has received payment(s) in excess of its entitlement shall be required to refund the excess amount to Arctera within 30 days of receiving a written request from Arctera to do so. Rebate payments are made directly to the Eligible Partner via wire transfer - Payments will not be made in any other form other than wire transfer. To receive a rebate payment by wire transfer, Eligible Partner must have completed Arctera' vendor form and supplied Arctera with its banking details to prevent payments from being delayed.

• China Only. If requested by Eligible Partner in China, rebate payments may be remitted to Eligible Partner's nominated Authorized Distributor via Credit memo, as applicable.

Taxation, Accounting, and Offset. There may be tax and accounting consequences to Eligible Partner that result from participating in the APF Program. Arctera will not be remitting any taxes (including, but not limited to, any withholding taxes, value added, sales, use, goods and services, transfer, consumption, or transaction taxes ("Indirect Taxes"), as well as gross receipts, excise, and other taxes) on Eligible Partner's behalf, nor providing Eligible Partner with tax and/or accounting related advice or documentation. Eligible Partner is solely responsible for ensuring that any taxes or accounting treatment arising from Eligible Partner's participation in the APF program. Arctera may request Eligible Partner provide an invoice for the Benefit with any applicable taxes or charges, based on local country regulations and requirements. Arctera reserves the right to withhold and cancel payments for this and other Arctera Financial Benefits. Arctera may also elect to apply Benefit payments as credits to Eligible Partner's outstanding Arctera Accounts Receivable balance.

Arctera does not waive any rights in cases of Arctera clerical error or miscalculation and reserves the right to recover or offset for any overpayment or duplicate payment at all times.

- Tax Invoices Global APDF. Eligible Partner agrees that, unlike other Financial Benefits available from Arctera, for APDF it will raise invoices for claims made by it for reimbursement. Tax shall not be charged unless applicable by law. Eligible Partner agrees that it will promptly inform Arctera if it ceases to be tax registered, transfers its business or part thereof as a going concern or becomes tax registered under another Tax ID/VAT/ABN/GBN ID or number.
- VAT Invoices (EMEA Only). Except for APDF reimbursement claims, Eligible Partner agrees that it will not raise VAT invoices for claims made by it under the APF program (unless requested to do so by local law, regulations, or requirements or by Arctera in such cases, Eligible Partner will be required to upload the same to the Financial Benefits Portal before the payment can be processed). Eligible Partner agrees that Arctera will prepare and raise self-billing invoices for such claims made by Eligible Partner under the APF Program. Eligible Partner agrees that is will promptly inform Arctera if it ceases to be VAT registered, transfers its business or part thereof as a going concern or becomes VAT registered under another VAT number. Subject to receipt of the applicable information, Arctera agrees that it will complete self-billing invoices showing Eligible Partner's name, address and VAT registration number and all other details which constitute a valid VAT invoice.

Returns Implications. Arctera is entitled to recover any rebates paid or refuse any rebates payable should the order be booked but subsequently returned to Arctera/cancelled under Arctera' then-current Returns, Cancellations, terminations & Credits Policy (RCTC Policy, formerly known as the RMA Policy). Note that Arctera will evaluate the impact of the return to ensure that the opportunity remains within Benefit parameters. If Arctera has already issued rebate payment and then Arctera subsequently issues a credit pursuant to Arctera' RCTC process for the closed opportunity, then Arctera may apply a debit to the Eligible Partner's account for the value of the rebate (or applicable portion thereof) and offset such debit against future rebate payments. If there is no applicable rebate payment due to Eligible Partner in the three months following the application of the debit, then Arctera reserves the right to request immediate payment in full of such debit amount.

Fraud and Collusion. Any partner organization found to be purposely submitting false information or colluding with Arctera Sales Representatives for purposes of obtaining program financial incentives is subject to immediate expulsion from Benefit(s). This activity may lead to further action from Arctera to recover any damages from rebates paid out. Verbal approvals are not granted, and Arctera sales representatives are not authorized to provide benefit approvals.

Compliance. It is Partner's responsibility at all times to comply with all applicable laws, regardless of whether Arctera is named as sponsor, and Partner shall ensure any third parties it appoints to perform the Activities also comply with all applicable laws, including without limitation:

- Data privacy laws, in particular obtaining all relevant data subject consents.
- Marketing laws, including compliance with relevant advertising standards.
- · Anti-bribery laws (and Arctera relevant policies available upon request) including the Global Anti-Corruption Policy referenced below, and
- Copyright laws (and Arctera trademark compliance and marketing and branding guidelines).

For More Information

Visit our website: partnernet.arctera.io (login required)

Inquiries concerning the APF Program and related benefits:

ChannelOperations@arctera.io

About Arctera

Arctera helps organizations around the world thrive by ensuring they can trust, access, and illuminate their data from creation to retirement. Created in 2024 from Veritas Technologies, an industry leader in secure multi-cloud data resiliency, Arctera comprises three business units: Data Compliance, Data Protection, and Data Resilience. Arctera provides more than 75,000 customers worldwide with market-leading solutions that help them to manage one of their most valuable assets: data. Learn more at www.arctera.io. Follow us on X @arcteraio.

For global contact information visit: arctera.io/contact



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