

**CC0901-003: IBM Retail Store Solutions 2009 tradeshow support incentive
dated January 5, 2009
Attachment**

Approval to conduct an IBM PartnerWorld co-funded marketing activity is contingent upon adherence to the following terms and conditions, which apply in addition to the terms and conditions governing your PartnerWorld membership. Please read them carefully.

These provisions serve as a Supplement to the PartnerWorld Marketing Funds Attachment (Appendix A). The Attachment is appended to this Supplement. You accept the terms of the Attachment when you accept the terms of this Supplement.

Program overview

Eligible IBM® Business Partners and Independent Software Vendors (ISVs) who are members of PartnerWorld®, and who exhibit qualifying IBM Retail Store Solutions offerings at a tradeshow, can receive reimbursement for selected eligible event expenses, up to a maximum amount dependent upon their PartnerWorld membership level, the content of their exhibit, and the tradeshow at which they exhibit, as follows:

Option 1

- When the content of an exhibit features qualifying IBM Retail Store Solutions offerings and does not include any point-of-sale, kiosk, or peripheral products (including printers) that directly compete with IBM Retail Store Solutions offerings, and the tradeshow is listed on the selected tradeshow list below, eligible expenses will be reimbursed based upon PartnerWorld membership level, up to the following maximum amounts per Business Partner or ISV company:
 - Premier level: \$15,000 USD/CAD;
 - Advanced level: \$10,000 USD/CAD;
 - Member level: \$5,000 USD/CAD.

Option 2

- When the content of an exhibit features qualifying IBM Retail Store Solutions offerings but also includes competitive point-of-sale, kiosk, or peripheral products (including printers), or the tradeshow is not listed on the selected tradeshow list below, eligible expenses will be reimbursed up to a maximum of \$2,000 USD/CAD per IBM Business Partner or ISV company, regardless of membership level.

There is a limit of one tradeshow that will qualify for reimbursement under the terms of this incentive per Business Partner or ISV company.

Program eligibility

Provided they are members of PartnerWorld and are authorized to remarket IBM Point of Sale products, the following IBM Business Partners are eligible for this incentive:

- Solution Providers who acquire products directly from IBM
- Solution Providers who acquire products from an IBM Business Partner – Distributor
- Independent Software Vendors (ISVs) are eligible for this incentive if they have an application that is ported to any IBM Retail Store Solutions Product and have an active listing in the IBM Global Solutions Directory

IBM Business Partners who are operating under the Solution Provider -- Complementary Marketing terms are eligible for this incentive.

Eligible geographies

This incentive is available only in:

- the United States and its territories
- Canada

This incentive is not available in the IBM -- Caribbean North District.

Critical dates

Applications for funding must be submitted in CMT for IBM approval on or after January 6, 2009, but no later than June 30, 2009. Expense reimbursement claims, leads, and supporting documentation must be submitted no later than November 13, 2009.

Participation intent form submission

In order to participate in the IBM Retail Store Solutions 2009 tradeshow support incentive, you must complete a Participation intent form and return it to Nancy Greene at nagreene@us.ibm.com at least one week prior to submitting your application for funding, but no later than June 19, 2009. The Participation intent form is required in order to enable eligible Business Partners in CMT, and is an attachment to IBM Channel Communications Letter **CC0901-003**.

Applications for co-funded marketing activities

Applications for funding for this incentive must be submitted for IBM approval in CMT prior to execution of the activity. Approval notification will be sent to the Business Partner via e-mail and will reference the approved application number (UCID).

CMT funding applications will be approved based on the following conditions:

- Applications are submitted to CMT and all required fields are completed
- The activity will drive revenue for the IBM Retail Store Solutions brand
- IBM will reimburse 100% of the eligible expenses incurred by the Business Partner up to the limits specified
- The following details must be provided in the CMT Activity Description field:
 - Tradeshow name, date and location
 - Booth size
 - IBM RSS offerings that will be highlighted at the show
 - Estimated food and beverage expenses
 - Descriptions of competitive, non-IBM products that will be exhibited, if any.

Eligible expenses

- Tradeshow registration fees
- Booth space rental
- Audiovisual equipment rental
- Furniture and carpeting rental
- Signage and booth displays
- Lead retrieval systems
- Sponsorship fees, including welcome badges, lanyards or tote bags
- Catering costs
- Marketing collateral with content focused on IBM and Business Partner solutions
- Electricity, telephone and internet costs
- Freight, drayage or shipping costs for materials delivered to the tradeshow
- Facility labor costs for booth assembly work or cleaning
- Promotional merchandise, premium items or give-aways up to a maximum of \$50 USD/CAD per item and up to a total of \$1,000 USD/CAD per tradeshow.

Ineligible expenses

- Design or construction of permanent or reusable booth structures
- Travel expenses, including flights, hotel stays and meals
- Labor costs incurred by the Business Partner to plan, manage or participate in the tradeshow
- Displays or promotional items that do not use IBM logos as described in the IBM marketing guidelines or that feature inappropriate words or images.

For information concerning eligibility or ineligibility for any expense not expressly listed above, contact Nancy Greene at nagreene@us.ibm.com.

Qualifying products

All Point of Sale products identified in the Point of Sale Product Table of the IBM Business Partner Exhibit.

Selected tradeshow

Show	Date	Location
National Grocers Association (NGA)	February 3 - 6, 2009	Las Vegas, NV
FSTEC	February 4 – 7, 2009	Orlando, FL
Magic Spring Show	February 17 - 19, 2009	Las Vegas, NV
Food & Beverage Show (Nightclub & Bar Show)	March 1 - 4, 2009	Las Vegas, NV
MultiUnit Restaurant Technology Conference (MURTEC)	March 9 – 11, 2009	Las Vegas, NV
Camex	March 15 – 19, 2009	Anaheim, CA
GlobalShop	March 23 – 25, 2009	Las Vegas, NV
Healthcare Information and Mgt. Systems Soc - HIMMS	April 4 - 8, 2009	Chicago, IL
NACDS (Chain Drugs)	April 18 - 21, 2009	Palm Beach, FL
KioskCom Self Service Expo 2008 (Spring)	May 6 - 7, 2009	Las Vegas, NV
FMI Marketechinics	May 6 - 9, 2009	Dallas, TX
HiTec	June 22 - 25, 2009	Anaheim, CA
NACS Show	October 20 - 23, 2009	Las Vegas, NV

Incentive claims and lead submission

IBM Retail Store Solutions 2009 tradeshow incentive participants are required to submit expense reimbursement claims and leads through the CMT no later than November 13, 2009. All claim submissions must be accompanied by itemized, third party supplier invoices to clearly detail the services provided and other supporting documentation as specified in these terms and conditions.

Reimbursement will be approved based on the following conditions:

- Tradeshow-related marketing activities, as described in the approved application, have been completed
- Claims are submitted to CMT and all required fields are completed
- Reimbursement is based on the Business Partner's total eligible costs incurred, up to the amount approved in the application, and supported by submitted documentation
- Leads generated by the approved activity are submitted to IBM's Global Partner Portal (GPP), indicating the UCID in the opportunity description field.

Claim back-up requirements

Upon claim submission, the Business Partner is required to submit the following back-up documentation to the CMT Administration Center. Back-up should be submitted via fax or email within 3 days of the online CMT claim submission.

1. Third-party supplier invoices: Supplier invoices, for 100% of the total costs incurred, must be itemized and reflect the scope of work performed. If an invoice is submitted for multiple activities, please clearly identify the specific expenses associated with each activity by UCID number. The same expense may not be claimed on multiple activities.

2. Claim back-up summary sheet: To list all supplier invoices and a description of any in-house production costs. For companies with their own creative production departments, a rate sheet must be provided to detail the standard production rates charged. IBM reserves the right to verify in-house production capabilities and published rates. If published rates are found to be substantially higher than third-party rates, reimbursement will be based on third-party rates.
3. Proof of performance documentation as follows:
 - a. Tradeshow facility agreements and/or exhibitor contracts.
 - b. For exhibits with IBM-only content (no competitive content), a photo of the tradeshow booth or an email from an IBM Sales Representative to testify that only IBM products were featured in the booth.
 - c. Copies of promotional materials distributed at the show.

The CMT Administration Center will review the claim back-up documentation to ensure that the costs claimed are valid and eligible, and that the executed activity complied with all program guidelines. The Business Partner will be contacted if the claim back-up documentation provided is incomplete.

The recommended reimbursement amount will be entered in CMT for approval by IBM. Business Partners may view their claim status and reimbursable amount by referring to the UCID in CMT.

Claim back-up documentation is to be submitted to the CMT Administration Center:

By e-mail: **CFM@Maritz.com**
By fax to: 1-888-717-7895
By mail to: **CFM Administration Center**
Maritz Canada Inc.
6900 Maritz Drive
Mississauga, Ontario
Canada L5W 1L8

Additional terms and conditions

1. Business Partners are responsible for payment of expenses incurred during the execution of an approved tactic. IBM will reimburse the Business Partner only and not third party suppliers.
2. Should IBM make an overpayment on a claim, IBM will be entitled to reimbursement by the Business Partner. Alternatively, IBM may choose to debit the Business Partner's eligible funds. Should IBM make an underpayment on a claim, IBM will either reimburse the Business Partner or credit their eligible funds. IBM will obtain the Business Partner's written approval before adjusting the funds balance.
3. It is the Business Partner's responsibility to comply with IBM marketing guidelines and to ensure proper use of the IBM logo, the Business Partner emblem and trademarks or copyrights. Guidelines are available on the IBM PartnerWorld Program Benefits and Resources page under the Marketing section; refer to *IBM Business Partner Emblems* and *Software Marks* at :

http://www-1.ibm.com/partnerworld/pwhome.nsf/weblook/ben_mkt.html

Need help?

For assistance in submitting applications or claims to CMT, call PartnerWorld Contact Services at 1-800-426-9990.

For other questions related to the IBM Retail Store Solutions 2009 tradeshow support incentive, contact the CMT Administration Center at CFM@Maritz.com.

IBM reserves the right to modify or withdraw this incentive at any time.
Terms and conditions are subject to change.

Appendix A – Marketing Funds Attachment

IBM PartnerWorld Agreement - Marketing Funds Attachment

The terms of this Attachment are in addition to and prevail over the terms of the IBM PartnerWorld Agreement - International Basic General Terms.

Under the terms of this Attachment we provide marketing funds to Business Partners for the purpose of supporting the growth of IBM product revenue. Details of the funding and the marketing initiative will be specified in one or more PartnerWorld Initiative Supplements (Supplement). We may mutually agree, in writing, to modify a Supplement.

The Business Partner agrees that the terms of this Attachment are between their company, in the country in which benefits are received, and the IBM organization for that country. The rights, duties and obligations of each party under the terms of this Attachment are valid only for that country.

1. Our Relationship

We mutually agree that each of us will assign a single point of contact for the purpose of interfacing with each other regarding matters dealing with our relationship under the terms of this Attachment.

1.1 The Business Partner agrees to:

- achieve revenue objective we may jointly establish;
- maintain the number of certified personnel and trained personnel we specify, if any;
- provide relevant business information and data as we may request;
- jointly develop a business plan with us, as we request, and to implement such plan.

1.2 We agree to provide the Business Partner with:

- marketing funds, and;
- we may additionally provide sales and technical support

2. Marketing Funds

We may make marketing funds available to our Business Partners for their marketing activities. In order to receive marketing funds, Business Partners must meet qualification requirements and agree to provide us the schedule of qualifying marketing and technical activities in sufficient time for us to respond in a timely manner. We will provide qualification criteria in writing upon request.

Business Partners agree to use such funds according to the guidelines we provide, to maintain records of their activities and expenditures regarding the use of the funds for the term of this Attachment and its Supplement, and to provide such documentation to us upon our reasonable request.

3. Liability

Under the terms of this Attachment the maximum amount either party will only be liable to the other for any actual direct damages up to the greater of the amount of the total funds we provided under the terms of this Attachment or the amount specified in the PartnerWorld Agreement International Basic General Terms. In all other respects, the liability terms in the PartnerWorld Agreement International Basic General Terms (including the exceptions) apply unchanged.

4. Ending this Attachment

Either party may terminate this Attachment, with or without cause, on one month's written notice. Termination of this Attachment includes termination of any associated Supplement. However, any funding committed by IBM will be provided. Either party may terminate this Attachment and its Supplements including committed funding, immediately in the case of breach of a material term of this Attachment.