

DEMO EQUIPMENT NOT FOR RESALE DISCOUNT PURCHASE PROGRAM

NFR PROGRAM

To help drive the success of our authorized resellers, Imation now offers demo equipment through the NFR (Not-for-Resale) Program at a highly discounted price.

PROGRAM SUMMARY

- The Imation Not-for-Resale Program is intended to support authorized Imation resellers and partners in their business development efforts by providing access to solutions for customer demonstrations, internal testing or training.
- This program enables partners to purchase not-for-resale (NFR) hardware and software at discounts for use in their labs and demonstrations (nonproduction environment) only.
- Products sold under this program require continuous service coverage of at least a Basic service level while equipment is in possession of the partner.
- Products purchased with the NFR Discount Purchase Program can be resold as used after one (1) year from original date of purchase. NFR product being resold must be processed through Imation re-certification before resale. See Product Support section for more details.

WHAT PRODUCTS ARE AVAILABLE?

Nexsan E-Series High-Density Storage

High density and power efficiency for the smallest storage footprint.
Standard 3 Year Warranty.

- Nexsan E18V
- Nexsan E32V
- Nexsan E48V(T)
- Nexsan E60V(T)



Nexsan NST Hybrid Storage

High performance and high capacity for mix application workloads and virtualized environments. Standard 1 or 3 year warranty applies.

- Nexsan NST2000
- Nexsan NST4000
- Nexsan NST6000



GENERAL PROGRAM GUIDELINES

- Program is available to authorized silver and gold tier resellers/partners in good standing.
- Contact your local Regional Sales Manager or Inside Sales Representative for help with processing, product/service pricing or guidelines.
- Continuous service coverage, of at least Basic service, is required to be maintained by the partner.
- NFR pricing is published in the Exclusive Reseller Price Schedule.
- NFR orders must NOT be on the same PO as other orders, the NFR order must be the only item on the PO.
- The NFR order form is required to accompany any NFR purchase orders.
- All NFR products come with standard product warranty.
- All NFR units are subject to Imation approval and audit.

TERMS & CONDITIONS

Product Support:

- All NFR products sold under this program require continuous service coverage of at least a Basic service level while in possession of the Partner. Continuous coverage with Enhanced or Premium coverage is also acceptable. Service may be purchased annually or for longer terms.
- Any lapse of service coverage voids Imation's support of Partner to resell NFR products.
- All NFR products require autologging to be continuously enabled while product in possession of Partner.
- Imation is not responsible for cosmetic or any other damage while product is in possession of Partner.
- Technical Support is available exclusively by contacting Imation 360 Services at <https://www.imation.com/en/nexsan/technical-services-support/>.
- If NFR product is to be resold after at least one year, then the following process must be followed:
 - Contact Imation Inside Sales to indicate intent to resell NFR product(s).
 - Submit a PO for functional product re-certification using published Support Renewal Inspection SKUs. Note that this is NOT a refurbishment.
 - After Imation TS provides approval of functional re-certification, then the product may be resold. Any non-covered items requiring replacement are at expense of Partner.
 - Partner must advise their purchaser, in writing, that the solution/equipment they will be buying is considered "used".
 - Partner submits \$0 PO to Imation advising of NFR product resale and include necessary information to transfer ownership to purchaser.

Program Terms & Conditions:

- Hardware purchased through this NFR Discount Purchase Program may not be resold before one (1) year from the original date of purchase.
- Partner shall use NFR products only for demonstrating the product's features and functions to end-user customers in a non-production environment, for providing training to Partner's personnel or for Partner's own internal testing or evaluation.
- Partner shall use NFR products on Partner's own premises and/or computer equipment.
- Partner may not install NFR products in end-user customer's environments.
- Opportunity Registrations will be required for all program participants.
- All purchase orders under this Discount Purchase Program are subject to Imation's review and verification of use in demonstration or lab environments.
- Imation has the right to reject any orders or portions of an order that it deems in its sole discretion does not meet the use requirements.
- The discount offered in the NFR Discount Purchase Program cannot be combined with any other promotions, discounts, or credits.
- Imation reserves the right to change any aspect of the Discount Purchase Program at any time.
- This promotion is subject to product availability.
- There are no return privileges on these products purchased using the NFR Discount Purchase Program.
- Participants must abide by the rules of the NFR Discount Purchase Program, and the Imation Partner Program.
- Hardware purchased through the Discount Purchase Program may not be used for revenue generating services.
- Software purchased through the NFR Discount Purchase program may not be resold.
- If Imation products, which are supplied to you with special discounts and/or special pricing as referred to herein, are found to have been sold by you to parties and for projects or purposes in breach of the present promotion terms and conditions, then Imation may, in addition to all its other rights and remedies all of which are reserved, undertake one or more or all of the following actions:
 - Invoice you for the difference between such special discount and the then-current resale discount in the applicable sale and purchase agreement between Imation and you;
 - Audit your purchases and invoice you for all reasonable costs incurred by Imation in its performance of the audit;
 - Suspend your access to Imation Sales & Marketing programs;
 - Suspend shipments to you;
 - Terminate your applicable sale and purchase agreement with Imation for cause and;
 - Terminate your Imation Program Agreement.
- All matters relating to this promotion or the interpretation or application of these terms and conditions, or disputes regarding eligibility for the promotion must be submitted in writing to your Imation Regional Sales Manager within three (3) months of the claim, transaction or matter in question.
- Any such disputes shall be resolved by Imation at its sole discretion and its decision shall be final.
- This promotion and these terms and conditions will be governed by and construed in accordance with California law and the parties hereby submit to the exclusive jurisdiction of the US courts.
- This program is exclusive of local freight and duty.
- Please note:
 - Any claims not complying with ANY conditions of this document may not be accepted or in case of acceptance by Imation, without prejudice of any other rights that might be available to Imation in contract or law, the latter may refuse at any time to comply with any of its obligations arising hereunder.
- Partner shall not do any of the following: (a) use NFR products to provide managed services to another party, or (b) sell, sublicense, assign or transfer NFR products and/or software licenses to any other party.
- Partner will indemnify and defend Imation against any claims, actions, or demands relating to Partner's breach of these Program terms and conditions.

DEMO/NFR ORDER FORM

Date:

VAR Company:

Requested by:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Recipient Name:

Ship To Address:

City:

State:

Zip:

Phone:

Product(s) being order should be referenced in attached Purchase Order.

TERMS & CONDITIONS

Product Support:

- All NFR products sold under this program require continuous service coverage of at least a Basic service level while in possession of the Partner. Continuous coverage with Enhanced or Premium coverage is also acceptable. Service may be purchased annually or for longer terms.
- Any lapse of service coverage voids Imation's support of Partner to resell NFR products.
- All NFR products require autologging to be continuously enabled while product in possession of Partner.
- Imation is not responsible for cosmetic or any other damage while product is in possession of Partner.
- Technical Support is available exclusively by contacting Imation 360 Services at <https://www.imation.com/en/nexsan/technical-services-support/>.
- If NFR product is to be resold after at least one year, then the following process must be followed:
 - Contact Imation Inside Sales to indicate intent to resell NFR product(s).
 - Submit a PO for functional product re-certification using published Support Renewal Inspection SKUs. Note that this is NOT a refurbishment.
 - After Imation TS provides approval of functional re-certification, then the product may be resold. Any non-covered items requiring replacement are at expense of Partner.
 - Partner must advise their purchaser, in writing, that the solution/equipment they will be buying is considered "used".
 - Partner submits \$0 PO to Imation advising of NFR product resale and include necessary information to transfer ownership to purchaser.

Program Terms & Conditions:

- Hardware purchased through this NFR Discount Purchase Program may not be resold before one (1) year from the original date of purchase.
- Partner shall use NFR products only for demonstrating the product's features and functions to end-user customers in a non-production environment, for providing training to Partner's personnel or for Partner's own internal testing or evaluation.
- Partner shall use NFR products on Partner's own premises and/or computer equipment.
- Partner may not install NFR products in end-user customer's environments.
- Opportunity Registrations will be required for all program participants.
- All purchase orders under this Discount Purchase Program are subject to Imation's review and verification of use in demonstration or lab environments.
- Imation has the right to reject any orders or portions of an order that it deems in its sole discretion does not meet the use requirements.

- The discount offered in the NFR Discount Purchase Program cannot be combined with any other promotions, discounts, or credits.
- Imation reserves the right to change any aspect of the Discount Purchase Program at any time.
- This promotion is subject to product availability.
- There are no return privileges on these products purchased using the NFR Discount Purchase Program.
- Participants must abide by the rules of the NFR Discount Purchase Program, and the Imation Partner Program.
- Hardware purchased through the Discount Purchase Program may not be used for revenue generating services.
- Software purchased through the NFR Discount Purchase program may not be resold.
- If Imation products, which are supplied to you with special discounts and/or special pricing as referred to herein, are found to have been sold by you to parties and for projects and purposes in breach of the present promotion terms and conditions, then Imation may, in addition to all its other rights and remedies all of which are reserved, undertake one or more or all of the following actions:
 - Invoice you for the difference between such special discount and the then-current resale discount in the applicable sale and purchase agreement between Imation and you;
 - Audit your purchases and invoice you for all reasonable costs incurred by Imation in its performance of the audit;
 - Suspend your access to Imation Sales & Marketing programs;
 - Suspend shipments to you;
 - Terminate your applicable sale and purchase agreement with Imation for cause and;
 - Terminate your Imation Program Agreement.
- All matters relating to this promotion or the interpretation or application of these terms and conditions, or disputes regarding eligibility for the promotion must be submitted in writing to your Imation Regional Sales Manager within three (3) months of the claim, transaction or matter in question.
- Any such disputes shall be resolved by Imation at its sole discretion and its decision shall be final.
- This promotion and these terms and conditions will be governed by and construed in accordance with California law and the parties hereby submit to the exclusive jurisdiction of the US courts.
- This program is exclusive of local freight and duty.
- Please note:
 - Any claims not complying with ANY conditions of this document may not be accepted or in case of acceptance by Imation, without prejudice of any other rights that might be available to Imation in contract or law, the latter may refuse at any time to comply with any of its obligations arising hereunder.
- Partner shall not do any of the following: (a) use NFR products to provide managed services to another party, or (b) sell, sublicense, assign or transfer NFR products and/or software licenses to any other party.
- Partner will indemnify and defend Imation against any claims, actions, or demands relating to Partner's breach of these Program terms and conditions.

SIGNED: _____ TITLE: _____ DATE: _____
 Representative For Partner Company (must be signed by an officer and/or authority including title)

INTERNAL SALES OPS USE:

PO	SOR #	Opportunity #	Request on Dock Date	VAR Shipping Account

Configuration:	Custom*	Standard

*Attached copy of custom configuration

Shipping Method:

Ground	3 Day	2 Day	Standard Overnight

Include any special delivery/handling instructions (ex needs lift-gate service, inside delivery, etc.)