



GSA Reseller Registration Form

Please send completed doc to JennaS@climbcs.com

Account #: _____

Climb Sales Person: _____

Company: _____

Duns No.: _____

Ordering Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Last Year Total Sales \$ _____ Total Gov't Sales Last Year \$ _____

Type of Company: _____ Systems Integrator _____ Gov't Reseller _____ Prime Other _____

Contract Administrator Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Sales Manager Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Sales staff: How many inside? _____ Outside? _____ Dedicated to Government Sales: _____

Sales Team Contact List - Names, Phone nos. and email addresses. **Attach List**

Please list existing Government Contracts supported by your company (Please provide Program Names and Agencies (Include BPAs, BOAs, GSA Schedules, GWACs, IDIQ Types and Contract Nos.))

Climb is supplied with Government End user Qualified leads from our GSA listed suppliers, we are able to pass leads to those resellers we deem most qualified to handle them. For example, if your company has a BOA or an IDIQ Contract with an agency we have a lead from Climb will more likely select your company to forward that lead to.

Contract Program Name	Contract Number	Agency	Expiration Date
GSA Schedule			

Please list key Federal Departments/Agencies for which your company does business:

Agency/Department	Agency/Department	Agency/Department

Participating Dealer Agreement

Climb GSA Schedule

Agreement Number PDA

Effective Date:

This **Participating Dealer Agreement** (including all addenda attached hereto or executed in connection herewith, this "Agreement") is made and entered into as of the date indicated by and between Climb Channel Solutions, a Delaware corporation, located at 4 Industrial Way, Eatontown, NJ and _____ ("Participating Dealer"), a _____ corporation, located at _____ (each a "Party" and collectively the "Parties").

Whereas, Participating Dealer is providing support and generating sales interest in various products and product enabling services (collectively the "Products") listed on Climb's GSA MAS Schedule Contract Number 47QTCA19D008G ("Climb Schedule" or "Contract") to government customers;

Whereas, Climb offers products and related services, manufactured by third parties, to Government agencies through its GSA Multiple Award Schedule Contract No. 47QTCA19D008G (the "Climb Program" or "Program").

Whereas, in connection with its support and sales generation, Participating Dealer has been authorized to participate, as detailed in the Authorized Manufacturers Addendum under the Climb Schedule and resell some or all of the Products within a specified territory (that includes the federal government).

Now therefore, in consideration of the mutual covenants and promises stated herein and in accordance with the terms and conditions of this Agreement and all Addenda hereto, the parties agree as follows:

1. Scope

- 1.1 Climb authorizes Participating Dealer to participate under the Program in accordance with the Program Requirements and any documents or notices that may be provided during the term of the Agreement.
- 1.2 Participating Dealer's sale of Products referencing a Climb Contract vehicle, without authorization by Climb is prohibited and considered an illegal order against the related contract vehicle.
- 1.3 Nothing in this Agreement will be construed to extend to Participating Dealer the right to resell any Product in any territory beyond those authorized by the manufacturer.
- 1.4 Under the Climb Program, manufacturers represented by Climb may require Participating Dealer to meet and/or maintain specific requirements for participation. In such cases, this Agreement will only be effective while Participating Dealer remains authorized by the

manufacturer and in good standing and compliant with all terms and conditions so required by the manufacturer.

- 1.5 Participating Dealer agrees that nothing in a contract vehicle, this Agreement, or any Program document may be used to establish privity of contract between Participating Dealer and any government customer or entity, or any non-governmental entity entitled to purchase on behalf of a government customer.

2. Requirements

- 2.1 Climb authorizes Participating Dealer to participate under the Climb Schedule as evidenced by a duly authorized and executed Authorized Manufacturers Addendum to this Agreement. The terms and conditions of this Agreement, and the applicable Authorized Manufacturers Addendum will control the sale of the Products available from each manufacturer.
- 2.2 All Participating Dealer GSA quotes to government customers and purchase orders received by Participating Dealer from government customers shall be subject to the terms and conditions of the Climb Schedule's then-current Contract terms and pricing.
- 2.3 Participating Dealer quotes to government customers and purchase orders received by Participating Dealer from government customers shall not exceed the Contract prices current at the time the order is received.
- 2.4 Pursuant to this Agreement, Participating Dealer will be authorized as a "Participating Dealer" on the Contract by modification. Notwithstanding this status, Participating Dealer is only authorized to sell Products as listed in the Authorized Manufacturers Addendum approved by Climb.
- 2.5 Authorization as a Participating Dealer shall only apply to those Products of the Manufacturers listed in the Authorized Manufacturers Addendum and does not extend to any Products or territories beyond those stated in the Authorized Manufacturers Addendum. Authorized Manufacturers Addendum will only be effective while Participating Dealer remains in good standing and compliant with all terms and conditions of the Contract and this Agreement.
- 2.6 Participating Dealer is not authorized under this Agreement to team with any third party or authorize any third party to submit a quotation or accept an order referencing the Contract. Prior to entering into any teaming agreement for the sale of the Products under this Agreement or authorizing any third party to quote or accept an order, Participating Dealer agrees to seek express prior written authorization from Climb.
- 2.7 Participating Dealer is not authorized to enter into any blanket purchase agreement or similar ordering document (collectively, "BPA") in connection with this Agreement or the Contract. Participating Dealer must obtain prior written

approval from Climb, which approval shall not be unreasonably withheld. Climb may choose to pursue the BPA directly. If applicable, the Participating Dealer will support Climb in pursuit of the BPA including but not limited to the proposal effort and technical and pricing response. Climb will submit the proposal to the Government, the BPA will be awarded to Climb, Participating Dealer will be named as the Order Point on the BPA and will be authorized to quote, accept orders, invoice and collect payment referencing the BPA. Participating Dealer agrees to abide by all terms of this agreement and the BPA. Participating Dealer's failure to comply with the terms of this paragraph shall be a material breach of this Agreement and Participating Dealer may be removed as an Order Point from the BPA and/or this agreement may be terminated.

- 2.8 Participating Dealer must demonstrate to Climb an ability to track and agree to report all necessary information regarding activities contemplated under the Programs. Information to be tracked and reported upon is detailed on the GSA Sales Reporting Addendum.
- 2.9 Participating Dealer shall, consistent with CONTRACTOR'S BILLING RESPONSIBILITIES (GSAR 552.232-83) (MAY 2003): (1) Comply with the same terms and conditions regarding prices as Climb for sales made under the contract; (2) Maintain a system of reporting sales under the contract which includes— (i) The date of sale; (ii) The ordering activity to which the sale was made; (iii) The service or product/model sold; (iv) The quantity of each service or product/model sold; (v) The price at which it was sold, including discounts; and (vi) All other significant sales data. (3) Be subject to audit by the Government, with respect to sales made under the contract; and (4) Place orders and accept payments in the name of Climb in care of the dealer.

To carry out the obligations set forth in this paragraph, Participating Dealer shall utilize the Ordering and Billing Addresses provided in the GSA Reseller Registration Form.

- 2.10 Participating Dealer will accept orders, invoice and accept payment from government agencies in the name of Climb for the manufacturer Products listed in the Authorized Manufacturers Addendum. Such orders shall be considered Climb orders under the Contract and shall be recorded and reported as such in accordance with the procedures defined in this Agreement.
- 2.11 Participating Dealer is not authorized to sell for resale. Participating Dealer may only sell to eligible ordering activities and prime contracted entities with a valid letter of authorization. Participating Dealer shall obtain a copy of the letter of authorization where applicable and retain a copy for 3 years.
- 2.12 Participating Dealer shall maintain a system and prepare accurate and timely reports of sales made under the Contract that includes all data elements of the Sales Report defined in the GSA Sales Reporting Addendum.

Notwithstanding any other provision of this Agreement, Participating Dealer's failure to comply with the reporting obligations set forth in such GSA Sales Reporting

Addendum ("Reporting Noncompliance") shall entitle Climb to take the following actions:

- 2.12.1 In the case of the first Reporting Noncompliance, Climb may issue to Participating Dealer a notice regarding such Reporting Noncompliance.
- 2.12.2 In the case of any Reporting Noncompliance after the first instance thereof, Climb may, at its sole discretion, suspend or terminate Participating Dealer's participation as a Dealer in Climb's Program in connection with the Contract; provided, however, that Climb may, at its sole discretion, subsequently permit Participating Dealer to participate as a Dealer in Climb's Program in the event that the Participating Dealer can, within thirty (30) days of such Reporting Noncompliance and to Climb's reasonable satisfaction, cure those deficiencies which gave rise to the Reporting Noncompliance.
- 2.13 Participating Dealer agrees that all sales referencing the Contract will be considered subject to this Agreement and will be included in all reports required herein.
- 2.14 Climb will review all sales reported pursuant to this Agreement for discrepancies and will detail such discrepancies to Participating Dealer. Participating Dealer will have 30 days to resolve all outstanding discrepancies or will be found to be in material default of this Agreement.
- 2.15 Authority. For some Program manufacturers, Participating Dealer's authorization and/or certification to sell the manufacturer's products and/or services within a territory may be defined and subject to Participating Dealer's independent Reseller Agreement with the manufacturer. Nothing herein should be construed to expand Participating Dealer's product authorization or territory beyond that defined in Participating Dealer's agreement with the manufacturer or Climb.
- 2.16 Industrial Funding Fee. Unless otherwise indicated on the Authorized Manufacturers Addendum or other arrangement approved in writing by Climb, Participating Dealer is required to remit to Climb the Industrial Funding Fee ("IFF") for each sale of an item or service on the Contract in connection with this Agreement. Participating Dealer will be invoiced per the GSA Sales Reporting Addendum.
- 2.17 Sourcing/Order Fulfillment. Participating Dealer shall fulfill orders for the manufacturer products and services on the Climb Schedule, through Climb or its Parent Company in connection with the Climb Schedule. Participating Dealer shall be required to pay Climb a fee equal to five (5) percent of the total price set forth in such Government Order.
- 2.18 Spot Discounting. Unless Participating Dealer is expressly authorized to do so in the Authorized Manufacturers Addendum, Participating Dealer may not offer any discount with regard to Products set forth in the Climb Schedule Price List as noted in the Authorized Manufacturers Addendum.

2.19 Compensation. Participating Dealer acknowledges that the compensation by Climb, to Participating Dealer for all orders accepted and invoiced by Climb will be derived solely from Participating Dealer's purchase price and related charges including but not limited to (IFF and Shipping fees) and the GSA Price quoted/sold to the customer unless otherwise agreed to in writing by Climb.

2.20. Referral Fee Arrangement. In the event the Customer requires Climb to act as the prime contractor and accept a Customer order for items specified in a quote provided by Participating Dealer to Customer resulting from Participating Dealer's sales efforts related to the opportunity, Climb shall:

2.20.1 Be responsible for all Customer interaction including, but not limited to, quoting, order acceptance, order processing, collection and payment.

2.20.2 Within fifteen (15) days of receipt of payment associated with the opportunity, Climb agrees to compensate Participating Dealer with a referral fee ("Referral Fee") in connection with the Manufacturer's Products.

2.20.3 Unless otherwise agreed to by the parties, the Referral Fee will equal the Compensation that Participating Dealer would have achieved for the opportunity under Section 2.19.

3. Contractor Teaming Agreement

- 3.1 In certain instances, the Customer may require products located on both the Climb contract and the Participating Dealer contract. In such an instance this would be considered a Contractor Teaming Agreement (CTA) as opposed to a Participating Dealer sale. All terms and conditions contained in this agreement apply.
- 3.2 Any CTA order including products from the Climb Schedule must identify, by part number, the Climb Schedule number in addition to the Participating Dealer Schedule number. This includes, but is not limited to, Quotes, Invoices and resultant Purchase Orders from the Customer.
- 3.3 If a CTA order is received by Climb that includes Climb products and does NOT include the Climb contract number, that order will not be accepted.
- 3.4 Each party is responsible to the Government for its performance and must abide by the terms and conditions of its FSS contract. Each party is responsible for paying the Industrial Funding Fee ("IFF") for every schedule Product supplied or provided on its GSA Schedule under this Agreement.
- 3.5 Each party will indemnify and hold harmless the other team party, its shareholders, directors, officers, employees, agents, designees and assignees, or any of them, from and against all losses, damages, liabilities, expenses, costs, claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies, and charges caused by, relating to or arising from that team member's performance of its obligations under this Agreement.
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4. Annual Review

- 4.1 Participating Dealer agrees to permit Climb, upon thirty (30) days' prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters, and any information reasonably requested to verify the content of reports submitted in accordance with the GSA Sales Reporting Addendum. Any such annual review of Participating Dealer will be conducted by Climb at its own expense and in a manner so as not to unreasonably interfere with Participating Dealer's business.
- 4.2 In the event a discrepancy in reported sales is discovered during the course of an annual review, Climb may require an additional review. Reviews beyond the annual review shall be performed at Participating Dealer's expense and may include reasonable professional fees for objective third-party auditors, accountants or legal professionals.

5. Indemnification

- 5.1 Participating Dealer shall, at its sole expense, indemnify, defend and hold harmless Climb, its suppliers and its parent, affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) and claims based upon: (i) Government audits, fines, litigation, debts, damages or penalties stemming from Participating

Dealer's failure to accurately or timely report sales to Climb; (ii) Participating Dealer's billing errors including charging prices in excess of those permitted under the relevant Program or quote or billing inaccuracies; (iii) Participating Dealer's representation of items being on Contract, which are not; or (iv) Participating Dealer's activities related to the sale of the Products.

- 5.2 Climb shall, at its sole expense, indemnify, defend and hold harmless Participating Dealer, its suppliers and its affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) and claims based upon matters related to the proper maintenance of Climb's contracts.

6. Term and Termination

- 6.1 The term of this Agreement shall be twelve (12) months from the date first written above and shall renew for subsequent twelve (12) month periods unless terminated by either party as set forth below.
- 6.2 Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party.
- 6.3 This Agreement may be terminated by either party for cause at any time, without limiting any party's other rights or remedies:
- 6.3.1 Upon written notice identifying with specificity the cause and providing a cure period of not less than ten (10) days if the non-terminating party commits a material breach of this Agreement, and such breach continues un-remedied for a period of five (10) days after receipt by the other party of written notice thereof;
- 6.3.2 immediately, without the obligation to give thirty (30) days' written notice, if the non-terminating party: (a) has a receiver appointed for itself or its property; (b) makes an assignment for the benefit of its creditors; (c) has any proceedings commenced by, for or against it under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (d) is liquidated or dissolved; or
- 6.3.3 immediately, without the obligation to give thirty (30) days' written notice, if any of the certifications by the Participating Dealer set forth in Section 6 cease to be current and accurate or Participating Dealer account is not in good standing.
- 6.4 Participating Dealer shall honor all orders placed prior to the date on which any termination becomes effective.

7. Certifications Regarding Responsibility Matters

In accordance with FAR 52.209-5 (APR 2010) Participating Dealer certifies, to the best of its knowledge and belief, that Participating Dealer and/or any of its Principals:

- 7.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- 7.2 Have not, within a three-year period preceding the execution of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- 7.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Sections 6.1 and 6.2 above; and
- 7.4 Have not, within a three-year period preceding the execution of this Agreement this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

8. Exclusion of Consequential Damages

EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES WHETHER FORSEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9. Confidential Information

- 9.1 Each party agrees not to use any confidential information of the other party (whether oral or written) except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the receiving party in good faith, those persons with a genuine "need to know" and who agree to similarly limit the use and disclosure of the information, such as attorneys and accountants). All information which the disclosing party considers confidential shall be clearly identified as such.
- 9.2 With respect to both parties hereto, for the purposes hereof, confidential information shall not include any information that: (a) is now or becomes in the public domain through no breach of this Agreement; (b) is in the possession of the receiving party as of the date of execution hereof; (c) is independently learned by the receiving party from a third party without breach of this Agreement; (d) is required by law or order of a court (in which case the other party shall be promptly notified before disclosure), administrative agency or other governmental body to be disclosed by the receiving party; or (e) is disclosed by the receiving party more than three (3) years after that party's receipt of such information.

10. Miscellaneous

- 10.1 Assignment and Subcontracting. Assignment of this Agreement is prohibited without the express written consent of the other Party; except that Climb may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any of its affiliates. Climb may also assign its interest in this Agreement in connection with a merger or other business combination in which Climb is not the surviving entity. Any attempted assignment in violation of this provision will be null and void.
- 10.2 Relationship of the Parties. Participating Dealer and Climb perform this Agreement as independent contractors. Each party has the sole obligations to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as may otherwise be agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Participating Dealer and Climb. Neither party shall act nor attempt to act nor represent itself, directly or by implications, as an agent of the other or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party or its affiliates.
- 10.3 Compliance with Laws. In the performance of this Agreement, Participating Dealer shall comply with the requirements of all applicable laws, ordinances, and regulations of the United States of America and any state, country, or other governmental entity. This Section incorporates by reference all provisions required by such laws, orders, rules, regulations and ordinances which are hereby incorporated with the same force and effect as if they were expressly set forth herein, including, but not limited to, Federal Acquisition Regulation (FAR) clauses: FAR 52.219-8 Utilization of Small Business Concerns; FAR 52.222-26 Equal Opportunity; FAR 52.222-35 Equal Opportunity for Special Disabled Veterans; FAR 52.222-36 Affirmative Action for Workers with Disabilities; FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees; FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels; FAR 52.222-41 Services Contract Act; FAR 52.225-5 Trade Agreements Act.
 - 10.3.1 Participating Dealer shall indemnify, defend and hold Climb harmless from and against any and all claims, actions or damages arising from or caused by Participating Dealer's failure to comply with this Section 9.3.
- 10.4 Choice of Law; Disputes.
 - 10.4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in connection with this Agreement shall be resolved in accordance with this Section. Maryland law shall apply unless the issue relates to federal

procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply.

10.4.2 The party's consent to the exclusive jurisdiction of the state and federal courts located in Howard County, Maryland, for any such action, suit or proceeding. Both parties' obligations under this Section survive termination or expiration of this Agreement. The prevailing party in any action shall be entitled to recover its costs and attorneys' fees.

10.5 Notices. All notices and other written communications required or permitted to be given or sent by this Agreement, shall be deemed given if mailed first class, postage paid or sent by facsimile, and if addressed as follows:

Participating Dealer:

Attn: _____

Phone: _____

Fax: _____

Climb :

Industrial Way West 3rd Floor
Eatontown NJ 07724
Ph: 800-847-7078
Fax: 732-389-2066

Either party may, by a notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the date of the overnight mail receipt, on the date imprinted by the facsimile machine, or five business days after deposit in the mail (first class, postage paid), whichever is applicable, unless the addressee party is able to establish conclusively that such notice was not received by it.

10.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or board of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.

10.7 Non-Solicitation. During the term of this Agreement, and for a period of twelve (12) months after termination or expiration of this Agreement, a party ("First Party") shall not solicit for employment any employee of the other party (which, for purposes of this Section 9.7 includes any subsidiary, parent or Affiliate) with whom First Party has become acquainted through information or introductions gained as a result of First Party's relationship with the other party. As used herein, solicitation does not include general mass media job postings which are not specifically targeted to an individual.

10.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements with respect to the subject matter hereof.

This Agreement shall not be varied by any oral agreements or representations or otherwise except by an instrument in writing duly executed by authorized representatives of the parties.

10.9 Section Headings. The Section and paragraph headings herein are for convenience only and shall not limit in any way the scope of any provisions of this Agreement.

10.10 Non-waiver of Rights. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any rights or remedies shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms and conditions at any time thereafter.

10.11 Force Majeure. Neither Participating Dealer nor Climb shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, epidemic, or any other cause beyond such party's reasonable control.

10.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13 Survival. The terms and conditions set forth herein which by their nature should survive any termination of this Agreement shall survive.

In witness whereof, each of Participating Dealer and Climb has caused this Agreement to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: _____

Print Name: _____

Title: _____

Climb Channel Solutions

By: _____

Print Name: _____

Title: _____

GSA Sales Reporting Addendum

Agreement Number PDA -
Effective Date:

The Climb Program is subject to mandatory reporting of sales and payment of an Industrial Funding Fee (IFF) under the Contract by GSA. The reporting of sales and IFF payments under the contract by all participants are audited on a regular basis to insure that they are current, accurate and complete. Failure to comply may result in fines, penalties, suspension and/or termination of Climb's Schedule Contract.

1. Sales Reports

- 1.1 The GSA Sales Report templates and instructions, per current GSA reporting requirements, will be provided to Participating Dealer by Climb as required.
- 1.2 The POS Sales Report template/format is subject to change at Climb's reasonable discretion upon notification or at the Contract discretion of GSA.
- 1.3 Sales Reports must be submitted no later than the 10th of the month following the report period. (e.g. June sales reported July 10th). Reports shall be submitted with all fields completed. Copies of the Customer orders if not provided at time of order processing, in hard copy or .pdf form, shall be submitted by Participating Dealer with the Sales Report.
- 1.4 Participating Dealer shall furnish monthly reports of the dollar value (rounded to the nearest whole dollar) of invoices issued during the preceding month period in a format that will facilitate the preparation and submission of Climb's GSA Form 72A. A separate report by manufacturer, by each Special Item Number (SIN) must be prepared and submitted to Climb. SINs are defined by the following categories: 132-8 Equipment (Hardware), 132- 12 Maintenance/Repair of Equipment, 132- 32Term Software, 132-33 Perpetual Software, 132-34 Software Maintenance/Support Services, 132- 50 Classroom Training and 132- 52 Electronic Commerce/Subscription Services.

2. IFF Invoicing/Payments

- 2.1 Participating Dealer acknowledges that the GSA Price quoted/sold to the government customer is inclusive of the IFF.
- 2.2 Participating Dealer acknowledges that Participating Dealer must pay Climb the IFF based on the sales price to the customer for all orders placed under Climb's Contract.
- 2.3 Climb will invoice Participating Dealer the IFF as a separate line item on each processed Program order.

- 2.4 Participating Dealer will be invoiced an amount equal to the Product of the then-current IFF percentage (**which, as of the effective date of this Agreement, is 0.75%**) multiplied by the gross sales price paid by Participating Dealer's customer as reflected in Participating Dealer's monthly Sales Order Report. Climb will invoice Participating Dealer the IFF Fee on all identified GSA orders processed. The IFF fee will be listed as a separate line item on the Order's Invoice. If not captured at time of order, IIF will be invoiced from monthly Sales Reports within 15 days of Climb's receipt of Dealer's Sales Order Report. Payment is due within 30 days of the invoice date.

In witness whereof, each of Participating Dealer and Climb has caused this Addendum to be signed and delivered by its duly authorized representative as of the Effective Date

Participating Dealer

By: _____

Print Name: _____

Title: _____

Climb Channel Solutions

By: _____

Print Name: _____

Title: _____

Authorized Manufacturers Addendum

Agreement Number PDA -
Effective Date:

This Addendum lists the manufacturer's or manufacturers' Products and services that Participating Dealer may offer under the Agreement, the specific territory in which Participating Dealer is authorized to sell and spot discounting authorization. Only Climb is authorized to make changes to this Addendum. Climb shall notify Participating Dealer, in writing of any changes made to this Addendum.

- Authorized Manufacturer Addendum is not being leveraged for this Participating Dealer Agreement. Participating Dealer can quote any manufacturer products listed on the Climb GSA Schedule for which they are authorized from the Manufacturer and Climb to sell. Participating Dealer will be responsible for all IFF Fees on sales. Reseller is authorized to Spot Discount pricing.
- Authorized Manufacturer Addendum is being leveraged for this Participating Dealer Agreement. Please see terms and approved manufacturers listed below..

Manufacturer	Territory	Industrial Funding Fee Responsibility (“Participating Dealer” or “NA”)	Spot Discounting Authorization Required (“Yes” or “No”)	***Manufacturer Specific Information Apply (“Yes” or “No”)

Notes: *The following describes any Manufacturer specific information that shall apply to the terms, ordering process, restrictions, requirements, etc. that have been established by a Manufacturer, that are associated with the purchase of the Manufacturer's products and services by the Participating Dealer.

Manufacturer Specific Information

Manufacturer	Additional Terms of Purchase

In witness whereof, each of Participating Dealer and Climb has caused this Addendum to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: _____

Print Name: _____

Title: _____

Climb Channel Solutions

By: _____

Print Name: _____

Title: _____

