

对于以下国家或地区有效:

China

IBM PartnerWorld 补充条例

市场营销资金附件

IBM PartnerWorld 共同投资的营销活动是否获批，取决于业务合作伙伴是否接受以下协议中指定的条款和条件：

- 1) 本 IBM PartnerWorld 市场营销资金附件（“附件”，请参见附录 C）补充协议，
- 2) 附件和
- 3) IBM PartnerWorld 协议（统称为“协议”）。

如果存在冲突，那么该补充条例的条款和条件优先于附件。业务合作伙伴接受补充协议的条款时就表示业务合作伙伴同样接受该协议的条款。通过在线接受这些条款，就表示业务合作伙伴的代表确认他/她有权使该业务合作伙伴受到这些条款的约束。业务合作伙伴必须亲自接受这些条款，而不得委托代理或任何其他方承担此责任。

本文档最初以英语起草，然后经过翻译。如果在英语或翻译的文档之间存在差异，以英语版本为准。

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1.0 简介、首字母缩略词/定义、联合市场营销资金、代理机构和范围

1.1 **简介:** IBM 的联合市场营销产品在为 IBM 及其业务合作伙伴生成业务的过程中扮演重要的核心角色。联合市场营销资金可用于各种策略，包括 IBM 通过数字内容市场营销 (DCM) 工具提供的可供业务合作伙伴按照其独一无二的需求加以定制的“准备执行”市场营销活动以及长期策略（例如，广告、数字营销、直接营销、客户会议和贸易展）。IBM 鼓励其业务合作伙伴使用可用资金来生成需求并增加销售额。这些条款和条件设置了适用于业务合作伙伴对市场营销资金使用的规则。IBM 希望其业务合作伙伴能够成功使用此类资金并确保谨慎遵循这些规则来寻求商机、实现成功。

- 1.2 **首字母缩略词和定义:** 请参阅附录 A: 首字母缩略词和定义, 以获取本补充条例中使用的条款中的首字母缩略词和定义列表。
- 1.3 **联合市场营销资金的使用:** 业务合作伙伴只能在符合法律要求以及协议条款 (包括业务合作伙伴行为准则以及这些条款和条件) 的前提下使用符合条件的资金。例如, 这些职责包括: 确保业务合作伙伴向 GOE 员工提供的所有业务招待馈赠根据所有适用法律都是合法的, 这些法律包括适用的当地或政府机构的法规和道德规范以及反贿赂法 (例如, 《美国反海外腐败法》)。
- 1.4 **IBM 资金:** IBM 资助的营销活动必须生成对于 IBM 产品或服务的需求。此外:
- A. IBM 与业务合作伙伴分摊市场营销策略的成本, 报销费率基于“激励计划 (Incentive Offering)”中所指定的费率, 并且遵循其中所设置的限制。
 - B. 如果未得到 IBM 的事先批准, 业务合作伙伴不得利用 IBM 根据任何其他市场营销、促销或激励计划所提供的资金来支付这些成本。
 - C. 在事先获得 IBM 书面批准的情况下, IBM 将报销业务合作伙伴促销 IBM 和 IBM 竞争对手产品和技术的活动费用, 报销将按照 IBM 产品和技术所占百分比支付。
- 1.5 **IBM 联合市场营销代理机构:** 只要业务合作伙伴依靠代理机构来应对本补充协议下规定的业务合作伙伴的义务, 业务合作伙伴就将负责确保该代理机构完全遵守这些义务。此外, 为清楚起见,
- (i) 代理机构严格代表业务合作伙伴采取行动,
 - (ii) IBM 对代理机构的任何行动或行动失败不负责任, 并且
 - (iii) 业务合作伙伴就所有行动和行动失败对 IBM 负责。业务合作伙伴放弃就代理商的此类行动于当前或将来向 IBM 要求索赔的权利。
- 1.6 **条款和条件的范围:** 只要 IBM 报销市场营销策略的任何部分, 这些条款和条件就适用于整个策略 (包括仅由业务合作伙伴或其他人出资的部分活动)。
- 1.7 **产品目标:**
- 通过提供资金, 帮助产生新的 IBM 软件商机并推进现有的 SS4 商机, 帮助符合条件的业务合作伙伴开展市场营销活动。
 - 业务合作伙伴可以申请额外的资金, 但只有在先前市场营销活动成功的前提下, 才有条件进行未来融资,
 - 不得使用软件联合市场营销为 VAD 可以获得计划折扣的任何活动提供资助。

以下方案获准用于该产品, 并且必须在 MAP 提交内容中加以标识:

方案 A: 演示日/迷你会议

目标 - 演示日: 使用演示中心提供有关 IBM 产品或服务的简介。

迷你会议: 聚焦行业解决方案的客户会议, 衍生 IBM 产品或服务需求。需要至少 2 家客户公司出席。

方案 B: 电话营销

目标 - 明确现有业务合作伙伴与潜在客户中 IBM 的销售商机

方案 C: 数字营销

目标 - 通过微信、微博、Web 站点开发、视频制作和其他数字营销技术, 建立对 IBM 和业务合作伙伴解决方案的数字化认识。

方案 D: 市场营销研讨会 (面对面研讨会)

目标 - 采用面对面的策略, 向业务合作伙伴的现有客户和潜在客户介绍 IBM 首要解决方案。向参会者介绍 IBM 和业务合作伙伴解决方案的价值。确定销售机会。

方案 E: 广告/在线广告

目标 - 在更广阔的市场前景中, 将业务合作伙伴培养成为 IBM 解决方案领域的专家。确定 IBM 重点销售业务的业务商机

方案 F: 搜索引擎

目标 - 将业务合作伙伴培养成为 IBM 解决方案领域的专家, 并改善网络活动。确定 IBM 重点销售业务的业务商机

方案 G: 第三方贸易展/行业会议

目标 - 业务合作伙伴出席经过核准的 IBM 或第三方行业活动。活动必须由 IBM 预先核准。

2.0 无影响需求生成营销活动

2.1 无影响营销活动, 报销资格: 要获取报销资格, 所有无影响市场营销活动都必须与 IBM 产品或服务的促销、展示或说明直接相关。如果业务合作伙伴寻求通过运行于 IBM 产品或服务之上或包含 IBM 产品或服务的解决方案创造收益或者在其中培养品牌知名度, 并且此类收益或品牌知名度会令业务合作伙伴对于这些 IBM 产品或服务的需求增加, 则满足这一要求。

市场营销策略 - 无影响需求生成营销活动	
IBM 支付的活动费用 (依据适用的限制)	业务合作伙伴提供的业绩证明 (PoP)
<p><u>针对所有无影响营销活动的公共开支用于:</u></p> <p>方案 B: 电话营销 方案 C: 数字营销 方案 E: 广告/在线广告 方案 F: 搜索引擎</p> <ul style="list-style-type: none"> - 已购买的潜在客户列表 - 产品内容的创建、生产和分发 (例如, 说明书、宣传单、白皮书、案例研究、销售演示、网络广播、播客、视频和自动运行演示) - 应答机制的创建和生产 (例如, 回答 Web 页面、注册站点和回答电话号码) - 客户商机检索系统 - 商机生成服务 (例如, 提供潜在客户的联系信息, 并且包括数据库和因特网搜索、电子邮件和电话销售探寻以及商机培育) - 临时人员 (直接雇佣或者通过招聘公司专为营销活动保留的人员) - IBM 或信誉卓著、符合条件的代理机构或咨询公司提供的与需求生成活动一起执行的市场营销咨询服务 (服务包括设置市场营销策略以及关联的目标确定和消息传递、SWOT (优点、弱点、商机和威胁) 分析、开发应答平台和进度跟踪) 	<p>针对所有公共费用的 PoP: 明细化的第三方发票</p> <p>可交付内容的证据 (例如, 潜在客户列表、说明书、宣传单、白皮书、案例研究、销售演示、网络广播、播客和其他分发材料、应答机制以及商机检索系统的电子拷贝或硬拷贝)</p> <p>对于网络广播、播客、视频和演示, 请提供邀请或议程</p> <p>对于商机生成服务, 请提供标注这些服务的供应商合同。</p> <p>对于直接雇佣的临时员工:</p> <ul style="list-style-type: none"> - 时间表 (由业务合作伙伴管理层签署并批准) - 员工姓名、职务、开始日期、工作总小时数和支付的总薪资 - 完成的活动描述对于市场营销咨询服务, 体现 IBM 或供应商服务的书面计划, 其中指示支持的需求生成活动。如果 IBM 提供市场营销咨询服务, 明细化的 IBM 发票 (描述并列支出费用金额和产生费用的日期)
<p>广告费用 (不包含在公共费用中)</p> <p>方案 A: 演示日/迷你会议 方案 D: 市场营销研讨会 (面对面研讨会) 方案 E: 广告/在线广告 方案 G: 第三方贸易展/行业会议</p> <ul style="list-style-type: none"> - 通过广告媒体的广告创建和投放 (例如, 印刷、户外 (例如, 广告牌)、招牌、横幅、广播和电视媒体) 	<p>广告 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - 带有执行日期的广告投放证据 - 广告的电子拷贝或硬拷贝 (例如, 广告牌、招牌或横幅照片或者广播或电视广告的本)

<p>数字市场营销费用（不包含在公共费用中）： 方案 A：演示日/迷你会议 方案 C：数字营销 方案 D：市场营销研讨会（面对面研讨会） 方案 E：广告/在线广告 方案 G：第三方贸易展/行业会议</p> <p>- 数字媒体的创建、生产和分发（包括 Web 站点开发、电子书、电子通讯、博客、信息图、视频、社交媒体营销活动、搜索引擎优化、入站市场营销服务、电子邮件营销以及移动应用程序开发）</p>	<p>数字化营销 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - 分发的数字媒体电子拷贝或硬拷贝（例如，Web 屏幕、Web 链接、屏幕快照、电子书、电子通讯、博客、信息图、视频、来自电子邮件营销活动的电子邮件、数字内容、移动应用程序开发的移动屏幕图像以及其他分发的材料） <p>- 集客式营销服务 PoP：</p> <ul style="list-style-type: none"> - 明细化第三方发票 - 标注这些服务的供应商合同 <p>- 搜索引擎优化 PoP：</p> <ul style="list-style-type: none"> - 明细化第三方发票 - 证明搜索引擎优化的屏幕快照
<p>直接营销费用（不包含在公共费用中） - 物理材料的创建、生成和分发（例如，信息图、目录、广告、邮寄广告和传单）</p>	<p>直接营销 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - 分发媒体的电子拷贝或硬拷贝（例如，信息图、目录、广告、邮寄广告和传单以及其他分发材料）。
<p>电话营销费用用（不包含在公共费用中） 方案 A：演示日/迷你会议 方案 B：电话营销 方案 D：市场营销研讨会（面对面研讨会） 方案 G：第三方贸易展/行业会议</p> <p>- 电子营销材料的创建、生成和分发（例如，脚本、呼叫指南和简报材料） - 拨打定向电话和电话呼叫的电话营销供应商</p>	<p>电话营销 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - 提供给供应商的脚本、呼叫指南或市场营销简报材料的副本
<p>IBM 支付的业务招待馈赠费用（依据适用的限制）以及业务合作伙伴提供的关联 PoP</p>	<p>与广告、数字营销、直接营销和电话营销活动相关的礼品费用（包括促销商品）： 如果礼品具有标称价值并且关联的费用在第 5.0 节“开支限制”中按个人和按 MAP* 限制的范围，那么允许报销，即使 IBM 不报销这些费用也同样如此。</p> <p>礼品 PoP： 明细化的第三方发票</p> <p>* 依据第 5.4C 节，因为其涉及按 MAP 限制。</p>

2.2 促进参与：如果非影响需求活动的目的是促进人员参与不符合本协议下获取联合营销资金资格的活动，那么 IBM 将不会报销此类活动的相关成本。

3.0 活动需求生成营销活动

3.1 活动, 资金：联合市场营销活动资金可用于客户会议、市场营销研讨会和 IBM 或第三方贸易展。“IBM 贸易展”包括传统的 IBM 贸易展（例如，IBM InterConnect 和 Edge）以及 IBM 地区性活动（例如，IBM Business Analytics Summit）。

3.2 活动, 报销资格：要获取报销资格，所有营销活动都必须与 IBM 产品或服务的促销、展示或说明直接相关。如果业务合作伙伴寻求通过运行于 IBM 产品或服务之上或包含 IBM 产品或服务的解决方案创造收益或者在其中培养品牌知名度，并且此类收益或品牌知名度会令业务合作伙伴对于这些 IBM 产品或服务的需求增加，则满足这一要求。

市场营销策略 - 活动需求生成 营销活动

IBM 支付的活动费用（依据适用的限制）	业务合作伙伴提供的业绩证明 (PoP)
<p>方案 A: 演示日/迷你会议 方案 D: 市场营销研讨会（面对面研讨会） 方案 G: 第三方贸易展/行业会议</p> <p>广告、数字营销、直接营销以及电话营销费用 - 如第 2.1 节中所述</p> <p>业务场所费用 - 设施或场地租赁费用（不包括酒店住宿），例如，租赁装 备、地毯和设备（包括视听设备和计算机） - 针对展台组装和清洁的电力、电话、因特网和设备员工 - 将材料运往活动现场的运输费用 - 招牌和展台陈列费用 - IBM 简报中心费用</p>	<p>所有活动的 PoP</p> <p>所有与活动相关的文档，包括：</p> <ul style="list-style-type: none"> - 详细的议程，具有所有计划的活动，即使 IBM 不返款不合格的活动（例如，娱乐或其他后续活动、附属/周边活动），也将不会发生此类活动 - IBM 内容的证明（例如，IBM 内容演示的副本） - 与活动相关的全部明细化的第三方发票，包括那些业务合作伙伴未申请报销的发票 <p>- 活动期间拍摄的照片，采用支持 GPS 的智能手机或数码相机，能够记录照片日期和地点。例如，iPhone 照片包含您的展会展位、标牌和与活动参与者之间的互动。（IBM 贸易展不需要）</p> <ul style="list-style-type: none"> - 所有计划开支和实际开支的详细信息（包括餐饮/饮料）；礼品（包括促销商品）；发言人和交通运输/停车 - 所有活动相关和开支文档的副本，包括不申请 IBM 报销或者未获得 IBM 报销资格的活动和开支 - 业务合作伙伴的在线活动认证（请参阅附录 B） <p>广告、数字营销、直接营销以及电话营销 Pop - 如第 2.1 节中所述</p> <p>业务场所 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - IBM 发票或 IBM 简报中心费用的付款证明 - 有关活动位置和地点的详细信息，确定活动在商业场所开展 <ul style="list-style-type: none"> - 对于简报中心、会议中心或展示厅，需要随附中心或展示厅的名称、地址和电话号码以及 IBM 请求的任何其他信息的发票，以对简报中心、会议中心或展示厅进行验证 - 对于餐厅，需要到餐厅的 Web 站点链接，以供 IBM 确认位置以及有单独的私人会议室适合业务会议（以及 IBM 请求的任何其他信息以验证位置和会议室的适合性）
<p>贸易展赞助包费用</p> <p>针对 IBM 贸易展，包括 IBM 安排并预先核准的咖啡/甜点休息、正餐和接待的赞助 针对 第三方贸易展，包括咖啡/甜点休息的赞助</p> <p>如果赞助包不包含发布展示声明的新闻发布会的成本，那么只要业务合作伙伴遵循 IBM 的新闻关系指南 (Press Relations Guide) 来准备/发布声明，IBM 就将报销相关成本。本指南位于： https://www.ibm.com/partnerworld/wps/servlet/mem/ContentHandler/pw_ast_pwp_press_release_guidelines</p> <p>注：仅当业务合作伙伴将在贸易展上同时展示 IBM 产品和服务以及业务合作伙伴的产品和服务时，业务合作伙伴才可为贸易展申请获取联合市场营销资金。</p>	<p>赞助方案 PoP</p> <ul style="list-style-type: none"> - 赞助包中包含的项目的所有详细信息均提前提供，证明即使 IBM 不报销不合格的活动（例如，任何投机游戏（如，抽奖、彩票、竞赛或其他投机游戏）、娱乐或其他系列活动、卫星/周边活动），也将不会发生此类活动，同时带有书面确认，保证业务合作伙伴已符合以下第 3.4 节中有关会议和展商资格的规定。 - 如果业务合作伙伴购买包含投机游戏参与权的第三方赞助方案，那么业务合作伙伴必须：(1) 通过在活动开始前向活动组织者发送书面通知（电子邮件即可）告知业务合作伙伴声明打算退出投机游戏，正式谢绝参与此投机游戏，(2) 向 IBM 提交其发送给活动组织者的书面通信的副本作为声明的一部分，并且 (3) 在贸易展小册子上盖章或以其他方式，通过此声明以书面形式向 IBM 确认业务合作伙伴不参与这些投机游戏活动。

	<p>新闻发布会 PoP</p> <ul style="list-style-type: none"> - 明细化的第三方发票 - 符合 IBM 新闻关系指南的证明
<p>IBM 支付的业务招待馈赠费用（依据适用的限制）以及业务合作伙伴提供的关联 PoP</p>	<p>礼品费用（包括促销商品）：如果礼品采用标称价值并且关联的费用在第 5.0 节“开支限制”中按个人和按 MAP* 限制的范围内，那么允许报销，即使 IBM 不报销这些费用也同样如此。</p> <p>礼品 PoP： 明细化的第三方发票</p> <p>* 依据第 5.4C 节，因为其涉及按 MAP 限制。</p> <p>餐饮/饮料费用：如果餐饮/饮料是市场营销活动不可或缺的要素，在合理范围内并且金额和频率符合惯例，并且在第 5.0 节“开支限制”中按个人和按 MAP* 限制的范围内，那么允许报销，即使 IBM 不报销这些费用也同样如此。</p> <p>在活动开始前和结束后，或在活动休息期间，在举办活动或在适合召开业务会议的餐厅内提供的餐饮/饮料是“市场营销活动不可或缺的要素”</p> <p>如果业务合作伙伴主办与 IBM 贸易展相关的早餐、午餐或晚餐活动，那么业务合作伙伴将确保餐饮活动不与 IBM 在贸易展中安排的任何活动发生冲突。</p> <p>只有遵循本地法律、额度合理并在专业业务环境中消费，才允许酒方面的支出。对于由于饮酒而对第三方造成的任何损害或伤害，IBM 概不负责，并且 IBM 有权拒绝对其认为包含不当或不专业的活动进行偿付。业务合作伙伴同意对与酒类服务相关的任何和所有索赔，向 IBM 做出赔偿。</p> <p>PoP： 明细化的第三方发票</p> <p>* 依据第 5.4C 节，因为其涉及按 MAP 限制。</p>

3.3 活动，业务场所：业务合作伙伴只能在业务场所内开展活动。在其 MAP 中，业务合作伙伴可以请求在不符合附录 A 中所规定“业务场所”定义，但属于召开业务会议的合适场所内举办活动（“场所请求”）。业务合作伙伴将明确其请求的基础，并在其 MAP 中提供建议场所的 Web 站点链接以及 IBM 要求的任何其他信息。业务场所的定义明确了 IBM 在评估场所请求时要考虑的关键原则，IBM 可以自行决定批准或拒绝场所请求。

3.4 活动，贸易展资格：会议或展商资格可具有重大价值；因此，为确保分发这些资格的规则明确，IBM 声明：

- A. 如果业务合作伙伴得到会议或展商资格，作为第三方贸易展上对展商赞助的一部分，那么业务合作伙伴将确保这些资格仅供其员工使用 和/或 返还给活动组织者。在其 MAP 中，业务合作伙伴将指明将如何处置这些资格。在报销申请中，业务合作伙伴将明确获得资格的所有员工，并明确 IBM 与这些员工以及活动组织者进行联系（在 IBM 任务需要的情况下）的方式。
- B. 如果业务合作伙伴得到会议或展商资格，作为 IBM 贸易展的展商赞助的一部分，那么业务合作伙伴可以将这些资格提供给非 GOE 员工，前提是事先获得 IBM 的书面核准。
- C. 业务合作伙伴不得将会议或展商资格提供给 IBM 员工。

4.0 所有市场竞销活动（活动、非影响活动和其他）

4.1 不可报销费用：IBM 负责根据本补充协议下所设内容和适用的限制，对活动和业务招待馈赠费用予以报销。所有其他费用均不可报销。只要没有其他问题，IBM 不会由于业务合作伙伴产生不可报销费用而拒绝整个申请。下列项目的费用是有时与需求生成营销活动相关联的不可报销费用的示例。

- A. 销售奖金
- B. 社论式广告（以社论格式登广告）
- C. 支持市场营销工作的合作伙伴员工的薪资，获得激励计划明确许可的薪资除外。对于 IO 允许报销的业务合作伙伴员工薪资，以下费用仍为不可报销费用：招聘费用、与员工相关的福利和间接成本，以及需求生成活动的现有资源的成本（例如，用于电话营销的销售团队成本）
- D. 服务、资本设备或者日常业务运营中使用的设备，例如装修、电话设备、公司标牌或公司文具
- E. 付费购买软件、演示设备或诸如个人计算机、笔记本电脑、监视器或助视产品等设备，
- F. 购买会议资格以参加 IBM 或第三方活动的费用（不包括业务合作伙伴为包含会议资格的赞助方案或为其员工购买资格以向展台配备人员所支付的费用）
- G. IBM 购买赞助方案或者以其他方式参与业务合作伙伴主办活动的费用。如果 IBM 选择在业务合作伙伴主办活动中推广 IBM 产品和服务，那么 IBM 将直接从活动组织者处购买赞助方案。IBM 将不会通过联合市场营销计划报销业务合作伙伴的此类赞助方案费用。
- H. 差旅（包括，住宿、日常花销等生活费以及例如机票费和打的费等交通费用），第 3.2 节中明确允许的当地地面交通除外。
- I. 业务合作伙伴同时推广 IBM 和 IBM 竞争对手产品和技术而未经 IBM 事先书面核准的活动
- J. 礼品卡

对于业务合作伙伴或他人为不可报销费用出资的任何情况（例如，差旅和住宿），产生费用的项目的量和频率必须合理且符合惯例，并且业务合作伙伴不得在底层的市场营销策略中包含客户家属或嘉宾或者潜在客户的员工，或者为这些家属或嘉宾支付任何有关市场营销策略的费用。

4.2 导致整个报销申请失去资格的行动：某些活动即使与市场营销策略存在关联，但 IBM 仍保留拒绝整个申请的权利，而不是拒绝部分申请。以下是此类活动的示例：

- A. 开展违反或者 IBM 在合理范围内认为违反 (a) 任何适用的法律，包括当地或政府机构的法规或其他道德规范，以及反贿赂法（例如，美国《反海外腐败法》）或 (b) 任何协议条款，包括业务合作伙伴行为准则以及相应的条款和条件*
- B. 向市场营销策略的参与者提供现金或任何等价值的物品，包括可转换为现金或等同物品（例如，借记卡或贷记卡）的礼品卡
- C. 邀请或允许客户家属或嘉宾或者潜在客户员工参与市场营销策略，或者为这些家属或嘉宾支付任何有关市场营销策略的费用
- D. 向 GOE 员工支付发言人费用
- E. 提供娱乐活动或任何其他后续活动，或与活动有关的卫星传播/周边活动
- F. 直接或间接支付或者要求支付与活动或者任何活动的后续、卫星传播/周边活动有关的入场费、资格费、注册费或其他活动费用
- G. 在非业务场所举办活动或者活动的任何后续、卫星传播/周边活动（例如：运动场、音乐会场、娱乐公园、主题公园、酒吧、夜总会或酒店/鸡尾酒招待区）
- H. 提供、参与或赞助投机游戏
- I. 在未获得 IBM 事先核准的情况下，支付由非营利性组织举办或者利于此类组织的活动的赞助费

* 在此，如果业务合作伙伴无法提供附录 B 中的在线“活动证书”（例如，由于业务合作伙伴超出第 5.0 节“开支限制”中所设置按个人的业务招待馈赠限制，那么即该节中的条款和条件），那么 IBM 保留拒绝整项申请而不仅仅是部分申请的权利。

5.0 开支限制

- 5.1 受限开支：限制适用于以下费用类型：餐饮/饮料；礼品（包括促销商品）。超过项目成本的限制以及任何关联的税费和小费。
- 5.2 活动描述和成本估算：所有活动的计划餐饮/饮料、礼品（包括促销商品）、都需要详细的活动描述和成本估算。对于业务合作伙伴提供“零”估算的类别，IBM 将不会对此类别的任何开支申请予以报销。
- 5.3 个人限制：以下所设所有个人业务招待馈赠限制均为“不得超出”金额（即，业务合作伙伴的业务招待馈赠支出金额不得超出其中限制，即使支出资金来自于其自己的独立资金也是如此）。如果业务合作伙伴超过这些个人业务招待馈赠限制，那么 IBM 可以拒绝业务合作伙伴的整个报销申请。业务合作伙伴将确保遵守所有适用的法律，这些法律可能阻止其供应这些业务招待馈赠，或者所设置的限制低于“不得超出”金额。
- 5.4 限制表：[各个计划将以各国家或地区的当地货币声明限制（如果适用）]。以下费用限制适用：

国家或地区: China				
项目	货币	个人限制 包括营业税	IBM 报销的最高金额	按 MAP 限制 (业务合作伙伴 开支的最大 金额)
礼品（包括促销商品）	CNY	180	10,500	21,000
餐饮/饮料	CNY	250	12,600	25,200

礼品个人限制按每个活动计算。

餐饮/饮料个人限制按每人每天计算。

注：

- A. 业务合作伙伴同意在相同的 MAP 中包含所有相关市场营销策略。例如，如果业务合作伙伴使用广告、数字营销和直接营销来鼓励参与贸易展，那么广告、数字营销和直接营销和贸易展都是相关的市场营销策略，应包含在相同的 MAP 中。IBM 报销的最高金额和按 MAP 限制适用于 MAP 涵盖的所有市场营销策略的汇总，而不是单独适用于每一项策略。
- B. 按个人的礼品限制适用于 MAP 涵盖的所有市场营销策略的汇总，而不是单独适用于每一项策略。
- C. 对于适用个人限制的每个项目：IBM 明白可能存在如下情况：参与 MAP 所涵盖的市场营销策略的人数导致业务合作伙伴超出项目的按 MAP 限制，即使该项目的费用保持在按个人计算的限制范围内。在这些情况下，IBM 不会考虑业务合作伙伴违反其保持费用在按 MAP 限制内的义务，并且 IBM 将向项目支付“IBM 报销的最高金额”。

6.0 提交 MAP 和报销申请

提交 MAP

6.1 **MAC 的分配**: 业务合作伙伴将在接受这些条款和条件之后分配 MAC。每个激励计划都将指定该唯一产品的已审核 MAC。

6.2 **提交 MAP**: MAC 会通过 CMC 工具中的 MAP 提交 IBM 资金请求。此外:

- A. 针对激励计划的 MAP 必须在或 CMC 工具中指定的 IO 结束日期之前提交（以较早日期为准）才能获得批准资格。
- B. 为使 IBM 有足够的批准时间，业务合作伙伴应该至少在建议的活动开始日期前七 (7) 天提交 MAP。
- C. IBM 批准 MAP 之前发生的费用由业务合作伙伴承担，并且不符合报销条件，除非这些费用是提前预订设施、推销商品的批量生产、与需求生成策略相关的市场营销服务的年费或使用费、代理机构服务的预付金和保证金、广告或符合条件的预注册/赞助所必需的。业务合作伙伴可以随报销提交这些类别下的费用发票，以供 IBM 审核。
- D. 业务合作伙伴将在提交 MAP 时通过 CMC 工具提供所请求的信息（例如，业务合作伙伴将按照 CMC 工具中的定义，提供详细的活动描述和成本估算）。
- E. IBM 联合市场营销资金按国家或地区分配。业务合作伙伴在分配资金的国家或地区中执行市场营销活动。通过获得 IBM 的事先核准，业务合作伙伴可以在其他国家或地区执行市场营销活动，前提是这些活动利用其能力在分配资金的国家或地区中销售 IBM 产品和服务，并且业务合作伙伴遵守 IBM 在授权核准时指定的条款和条件。遵守当地税收法规是业务合作伙伴或代理商的责任，业务合作伙伴和代理商应该根据需要寻求独立的税收建议。
- F. 在提交 MAP 时，业务合作伙伴承诺按照 IO 上指定的报销费率支付总活动成本（即由 IBM 与业务合作伙伴分摊的成本）中其自己的份额，最高为 IO 中已分配和批准的指定金额。
- G. IBM 保留权利，可以根据任何其认为合适的理由拒绝 MAP 中指定的任何支出以及 MAP 自身的费用支出，并且业务合作伙伴不得就此向 IBM 提出申诉。
- H. 对于商机推进活动，以下内容适用：
 - 为了推进商机而开展的联合出资市场营销活动定义为针对两个或更多最终用户客户的独特活动，目的是推动客户商机最终取得成功。对于属于日常客户关系的活动、会议、信函或其他沟通方式，不会获准使用此项资金。
 - 要取得资格以获取客户商机推进资金，至少有两项商机必须至少达到销售阶段 4 的状态（即已验证的商机），并且业务合作伙伴已提交商机并为每个商机获取一个商机编号。
 - 在批准 MAP 之前，必须向 IBM 提供要推进的商机列表。提供给 IBM 的信息必须包含每个商机的商机编号以及商机的其他相关信息，业务合作伙伴将在 CMC 工具的 MAP 描述字段中输入这些内容或者提交文档以连接到 MAP。
 - 商机推进活动不是客户商机生成活动（如广告）。不需要提交新的客户商机。
- I. 对于分销商主办的活动，分销商必须确定将参与分销商所主办的需求生成或商机推进活动的面向客户的业务合作伙伴，并将这些合作伙伴的名称包含在 MAP 中。业务合作伙伴所面对的客户必须已获得 IBM 软件联合市场营销资格。

提交报销申请

6.3 **报销申请提交**: 业务合作伙伴必须在 MAP 中输入的策略结束日期后 60 天内或者在提交报销申请、备用文档和客户商机。未能满足此要求可能导致 IBM 取消 MAP 和/或申请。

如果针对获得部分资金的活动，IBM 批准的联合营销代理商代表某业务合作伙伴在代理商主办的奖励计划中执行了营销活动，那么代理商将直接向业务合作伙伴开具发票，以要求他们分担经批准的活动成本。

6.4 **申请文档**: 业务合作伙伴将在申请截止日期之前在 CMC 工具中上载申请备份文档。业务合作伙伴将按照当地法律保留这些文档。对于这些文档:

- A. 业务合作伙伴必须通过提交有效且完全明细化的第三方发票, 以作为支持 100% 所发生成本的证据。未明细化的发票将无法得到处理。所有信用卡收据都必须明细化。
- B. 业务合作伙伴可以在申请中包含内部非人工支出; 例如, 通过业务合作伙伴信笺上的内部发票体现的邮件营销活动所花费的邮费。
- C. 如果为多项活动提供了一张发票, 业务合作伙伴应按照 UCID 指明与每项活动相关的特定费用。当然, 相同费用不得重复申报。

请注意:

- 1. 只有具有正规的内部市场营销或生产部门的业务合作伙伴才能以成本备份的方式而不是明细化的第三方发票形式提交费用表, 以便详细说明其标准生产费用。IBM 保留验证专职生产能力和已发布费用的权利。此外, 请注意价目表必须先于讨论的需求生成策略日期存在, 并且业务合作伙伴不得单独针对从 IBM 寻求联合市场营销报销之目的创建价目表。
- 2. 直接雇佣临时人员的业绩证明是一个时间表(由业务合作伙伴管理层签署并核准), 包括员工名称、职务、开始日期、总工作小时数和已支付的薪资总额以及完成活动的描述。
- 3. 如果 IBM 确定报销申请的任何部分存在欺诈, 那么 IBM 保留拒绝整个报销申请的权利。作为澄清, 提交全部或部分欺诈的报销申请违反本补充条例和本协议。
- 4. IBM 不会对相同的支出重复报销。例如, 如果一份宣传册在市场营销活动期间同时用于广告和分发, 那么只有与每个类别相关的费用才能获得报销, 但是宣传册制作的一次性费用只能按照其中一个 MAP 进行报销。如果 IBM 发现业务合作伙伴针对相同费用提交两次报销申请, 那么 IBM 将有权要求业务合作伙伴立即退还重复的款项。
- 5. 报销申请必须与批准的 MAP 中表明的开支类别保持一致。IBM 不会报销其他开支类别的费用(即, 已批准的 MAP 中未涵盖的费用)。此外, 如果业务申请报销的开支类别少于已批准的 MAP 中所表明的开支类别, 那么业务合作伙伴必须相应地减少报销申请的金额。
- 6. 如果针对获得部分资金的活动, IBM 联合营销代理商代表业务合作伙伴执行了营销活动, 那么代理商将直接向业务合作伙伴开具发票, 以要求他们分担经批准的活动成本。对于部分出资服务, 业务合作伙伴将要求代理在通过 CMC 工具提交给 IBM 的其他报销申请备份文档中包含向业务合作伙伴开具的发票的副本。

6.5 **商机提交**: 业务合作伙伴必须在 IBM 客户商机跟踪工具中提交商机。此外:

- A. 只有在业务合作伙伴提交所需的备份文档和商机之后, 才会处理报销申请, 以确定是否支付。
- B. 业务合作伙伴负责推进其客户商机, 直至商机结束(赢得/丧失)。在 VAD 计划中, 2 级经销商负责推进其客户商机, 直至结束。
- C. 负责客户商机的业务合作伙伴和代理商必须在提交客户商机时指定相应的 UCID。
- D. 如果客户商机金额的最低限额适用, 那么 IBM 会将最低限制告知业务合作伙伴。
- E. IBM 批准的联合营销代理商可以通过 IBM 客户商机跟踪工具代表业务合作伙伴提交与每一项 CMC 活动相关联的客户商机。业务合作伙伴如果愿意, 也可以自行提交客户商机。
- F. 仅当提供客户商机后, IBM 联合营销代理商才能得到 IBM 的付款。如果业务合作伙伴未能向代理商提供客户商机数据, 那么所有促销活动开支都由业务合作伙伴单独承担。
- G. 商机推进活动不是商机生成活动, 因此业务合作伙伴无需为此类活动提交新的客户商机。
- H. 分销商必须实施并使用程式化流程, 从而以合理的方式将由合格的活动生成的客户商机分发至面向客户的所有参与活动的业务合作伙伴。

7.0 付款

- 7.1 **报销:** IBM 将直接或通过第三方供应商向业务合作伙伴或代理商进行报销。IBM 将不会对产生与市场营销策略相关费用的供应商予以报销。
- 7.2 **银行信息:** 如果银行信息不在票据上, IBM 将为业务合作伙伴或代理商提供指示信息, 以提供此信息, 以便简化支付。
- 7.3 **多付款项:** IBM 有权扣除任何多付款项, 并扣除业务合作伙伴的可用资金以实现此目的。
- 7.4 **少付款项:** IBM 将为因自身错误而少付的款项提供报销或者提供贷记。IBM 将在进行任何与少付款项相关联的资金调整之前, 获取业务合作伙伴的书面批准。
- 7.5 **货币转换:** IBM 可以基于 IBM 的当地金融策略, 选择以美元报销业务合作伙伴或代理商费用。如果业务合作伙伴或代理商将获得美元报销并且第三方发票使用当地货币, 那么业务合作伙伴或代理商将基于开具支出发票的当日有效汇率把报销金额转换为美元。业务合作伙伴或代理商将使用 xe.com、oanda.com、Reuters 或国家或地区中央银行货币转换站点作为货币转换汇率的来源。类似地, 业务合作伙伴将根据需要, 以基于供应商发票日期上的汇率将第三方发票从一种当地货币转换为另一种当地货币时, 使用 xe.com、oanda.com、Reuters 或核准的国家或地区中央银行货币转换站点。
- 7.6 **税务:** 业务合作伙伴和代理机构发票应以业务合作伙伴或代理机构获得报销所用货币提交给 IBM, 并且包含将结算发票的 IBM 实体的正确法定实体名称详细信息。IBM 保留验证 VAT 收费或类似交易税 (包括但不限于 GST 和营业税) 在法律上正确并且您可能需要提交给 IBM 的任何发票或等效文件遵守税法的权利。如果 VAT 或类似交易税未正确收费, 或者如果发布的文件不是有效的税务发票并且不符合适用税法, 那么 IBM 不会向业务合作伙伴偿付整个报销申请。

报销必须依据相关国家或地区的税法和/或其他规章。遵守本地法规是业务合作伙伴或代理商的责任, 业务合作伙伴和代理商应该根据需要寻求独立的税收建议。

IBM 将按照帐单并根据需要报销美国营业税, 但是不会报销第三方供应商发票上包含的业务合作伙伴可退其他非美国交易税 (例如, VAT 或 GST)。业务合作伙伴或代理机构负责在提交报销申请时指明发票上的税款类型 (例如, 营业税和增值税)。

在需要税收发票的国家或地区, 业务合作伙伴或者其代理商必须提供所批准报销金额的税收发票的在线/软拷贝和硬拷贝, 以及所在国家或地区税率的所有适用税款。必须首先在付款申请日期起的 7 天内, 在 CMC 工具中上传发票, 然后在付款申请日期起的 30 天内将其邮寄给 IBM 的业务合作伙伴支持组织。IBM 会在报销申请审批时提供上载税务发票和邮寄地址的指示。

8.0 常规条款

- 8.1 **有限出资及条款和条件:** IBM 资助本产品或服务是有限的, 而且 IBM 保留随时修改或撤销本产品或服务的权利。IBM 可随时更改条款和条件。
- 8.2 **合规性:** 未能遵守此补充条例可能导致业务合作伙伴的 MAP、报销申请或未来参与此产品或其他联合市场营销产品的资格被 IBM 单方面取消或拒绝。

附录 A: 首字母缩略词和定义

首字母缩略词图注:	
CMC:	Co-Marketing Center
GOE:	政府所有实体
IO:	激励计划
MAC:	市场营销活动创建者
MAP:	市场营销活动计划
NA:	不适用
UCID:	唯一控件标识
VAD:	增值分销商

定义:	
广告	广告的制作和投放，以便生成需求和增加 IBM 和业务合作伙伴产品和服务的销售。
业务场所*	<p>简报中心、会议中心、展示厅或具有单独的专用会议室的餐厅，其中带有适合业务会议的餐厅或酒店以及会议室。</p> <p>*IBM 将根据以下关键原则评估某个位置和会议室是否适合召开业务会议，以及任何场所请求，特别是：</p> <ul style="list-style-type: none"> • 场所是否拥有与活动主题相关的适当业务联系 • 场所是否具备用于开展会议的不对外开放的单独空间 • 场所所有者是否将该场所作为适合开展业务会议的场所进行营销 • 场所是否具备演示业务会议内容所必需的音频/可视化技术、坐席和房间配置 • 场所、活动以及任何相关活动是否能够营造出开展业务会议的合适氛围 • 场所是否不收取单独的入场费
会议资格	允许参与贸易展，通常用于注册或其他费用。
客户会议或市场营销研讨会	业务合作伙伴为最终用户和潜在客户主办的一天或多天面对面活动，旨在促进 IBM 和业务合作伙伴的产品和服务的销售。活动范围一般包括解决方案或产品演示，以及针对客户和潜在客户的一对一简介。
天	引用的“天”表示日历天
数字营销	在 Web 页面上或者通过针对潜在客户的在线论坛、活动或博客发布的市场营销通信，均旨在生成需求和增加 IBM 和业务合作伙伴产品和服务的销售。
直接营销	通过邮寄或直接分发给潜在客户的印刷宣传单、说明书、函件、产品目录或印刷广告发布的市场营销通信，均旨在生成需求以增加 IBM 和业务合作伙伴的产品和服务的销售量。
展商资格	仅允许访问贸易展的展厅，通常用于注册或其他费用。
投机游戏	抽奖、彩票、竞赛或其他投机游戏
GOE 员工	<p>包含任何管理人员、主管、员工或以下任何组织的代表：</p> <ol style="list-style-type: none"> a. 任何国家或地区、州、区域、省、县、城市、乡镇、地域、自治区或其他地区的政府，包括任何政府机构、部门或公共企业； b. 遵守公共采购法律或法规的任何实体； c. 任何公共国际组织（例如，联合国或世界卫生组织）；以及 d. 政府执行机构，包括任何公共事业公司、获得许可提供公共服务的组织、教育机构或其他私有实体、公开贸易实体，或由 (a)、(b)、(c) 或 (d) 小节中的任何实体或政府工作人员所有、控制或资助而设立的实体。 e. 在联邦政府的委托之下运营，或处于管理运营承包商 (MOC) 状态的商业企业。
明细化的第三方发票	描述开支并表明开支金额、发生日期和要求获得付款的供应商身份的发票。
市场营销咨询	战略市场营销指南和市场营销计划制定，用于帮助业务合作伙伴实现增加市场份额、提高商机赢得率以及增强客户商机推进和完成等方面的目标。
市场营销活动创建者，或 MAC	在激励计划中，将 MAC 指定为业务合作伙伴、代理商或 IBM 员工。MAC 完成并提交 MAP。

赞助方案	包含多项服务和业务招待馈赠的产品服务，可供活动赞助者获取单一的费用，其中产品服务不指定任何一项服务或业务招待馈赠的个体价值。
电话营销	通过电话向当前或潜在客户推广或销售 IBM 产品和服务。
UCID	12 位字母数字跟踪代码，IBM 在进行 MAP 核准时分配此跟踪代码，用于引用特定市场营销活动和对应的报销申请。

附录 B：活动认证



活动认证

此活动证书是每个活动相关报销申请所必需的。有权承担业务合作伙伴或代表业务合作伙伴的代理商责任的业务合作伙伴员工必须完成本认证，其中代理商是激励计划的市场营销活动创建者。

- 以下术语具有联合营销条款和条件中所提供的含义
- 活动与业务相关，其主要目的是对 IBM 产品或服务的促销、展示或说明
- 所有活动相关的活动和开支文档均已提交，包括不申请 IBM 报销或者未获得 IBM 报销资格的活动和费用
- 所有餐饮/点心都是市场营销活动不可或缺的一部分，其金额和频率均合理且符合惯例，餐饮/点心费用未超出条款和条件中所述的按个人计算的限制
- 所有礼品（包括促销商品）均采用礼品（包括促销商品）的标称价值和费用，不超过条款和条件中所述的按个人计算的限制。
- 业务合作伙伴或他人发生不可报销费用（例如，差旅和住宿）的项目的金额和频率均合理且符合惯例
- 在规划和开展活动时，业务合作伙伴符合所有适用的法律，包括本地和政府机构的法规和道德规范以及反贿赂法（例如，美国《反海外腐败法》）、联合营销条款和条件以及 IBM 业务合作伙伴行为准则。此外，业务合作伙伴**未**：
 - 提供娱乐活动或任何其他后续活动，或与活动有关的卫星传播/周边活动
 - 向活动参与者提供现金或同等价值的物品
 - 向活动参与者提供礼品卡，并且这些礼品卡可转换为现金或者同等物品，例如借记卡或贷记卡
 - 提供、参与或者赞助投机游戏
 - 向 GOE 员工支付发言人费用
 - 作为 IBM 贸易展的展商赞助的一部分，向非业务合作伙伴员工提供会议或展商资格，而不是将资格指定给非 GOE 员工，前提是 IBM 提供事先书面核准
 - 邀请或允许客户家属或嘉宾或者潜在客户员工参与活动，或者为这些家属或嘉宾支付任何有关活动的费用
 - 直接或间接支付或者要求支付与活动或者任何活动的后续、卫星传播/周边活动有关的入场费、资格费、注册费或其他活动费用
 - 在非业务场所举办活动或者活动的任何后续、卫星传播/周边活动（例如：运动场、音乐会场、娱乐公园、主题公园、酒吧、夜总会或酒店/鸡尾酒招待区）

附录 C: IBM PartnerWorld 协议 - 市场营销资金附件

本附件中的条款是对“IBM PartnerWorld 国际协议 - 基本通用条款”的补充，并优先于其中的条款

按照本附件的条款，我们为您提供市场营销专款，目的是推动 IBM 产品或服务收入增长。资助和营销活动计划或产品/服务的详细信息将在一份或多份“PartnerWorld 市场营销资金补充协议”（补充协议）中规定。补充协议的条款优先于本附件的条款。

您同意本协议的条款是在您获得相关权益的国家或地区中，您与该国家或地区的 IBM 组织之间达成的。本附件中的条款所规定的双方权利、责任和义务只对该国家或地区有效。

1. 我们的关系

我们共同同意，为了按照本附件的条款，就涉及双方关系的事务相互沟通交流，双方将指定单一联系点。

1.1 您同意：

- a. 实现我们共同确立的收入目标；
- b. 维持我们指定的获得认证的人员和受过培训的人员的数量（如果确定过该数量）；
- c. 提供我们可能需要的相关业务信息和数据；以及
- d. 与我们共同制定业务计划，并实施此类计划。

1.2 我们同意向您提供：

- a. 市场营销资金；并且
- b. 我们可能额外提供销售和技术支持。

2. 市场竞争专款

我们可提供市场营销资金，供您投入市场营销活动。为了获得市场营销专款，您必须达到资格要求，并同意向我们提供您的营销和技术活动的时间表，以便我们有充足的时间及时做出反应。

我们将为您提供书面的资格条件标准。

您同意按照我们提供的准则使用这样的专款；同意保留在本协议的期限内，与专款的使用有关的活动和开支的记录；并且同意在收到我们的合理请求时，向我们提供此类文件。

根据本附件，IBM 对特定市场营销活动计划或产品/服务的拨款是受限制的，并且 IBM 可随时修改或撤销计划或产品/服务，而不事先通知。

3. IBM 业务合作伙伴标记

业务合作伙伴负责遵守 IBM 市场营销规定并确保业务合作伙伴标记、IBM 商标和版权的恰当使用。对于未能遵守该规定的市场营销材料或促销商品，IBM 可能不会做出费用偿付。请参阅位于以下地址的 IBM PartnerWorld Web 站点，以了解有关正确使用信息：https://www-356.ibm.com/partnerworld/wps/servlet/ContentHandler/pw_com_mkt_mrt_bp_marks

4. 遵守当地法律

根据本规定获取的任何支出报销和市场营销资金都必须遵守适用的法律关于市场营销活动的规定。

您同意遵守所有适用的美国和本地反贿赂法，例如，美国的外国腐败行为法案以及类似的本地法律，并且您的员工中没有任何人以不正当获取业务为目的，直接或间接向任何人行贿或提供贿赂、回扣或者金钱或任何有价值（包括旅行、提供就业、礼品或娱乐）的其他报酬，包括向任何政府、公司、公共或国际组织的官员、雇员或代表以及任何其他第三方。确认您的“市场营销资金”的使用与以下项保持一致：您的资金申请、此附件、IBM 业务合作伙伴行为准则以及适用的法律。

5. 行为准则

业务合作伙伴在执行任何市场营销活动时都必须遵守 IBM 的行为准则，包括此产品及服务批准的那些行为准则。尤其是，如果业务合作伙伴邀请政府客户参加任何市场营销活动，业务合作伙伴必须遵守行为准则中标题为“与政府打交道”部分的规定。如果业务合作伙伴未能遵守行为准则关于市场营销活动的规定，那么

IBM 可能撤销资金拨付或全额取消申请的偿付。“行为准则”位于以下网址：

http://www.ibm.com/partnerworld/pwhome.nsf/weblook/pub_join_memctr_agreement_code.html

6. 责任

根据本附件的条款，对于任何实际直接损害，一方对另一方负责承担的最大赔偿金额仅为以下两者中的较大金额：我们根据本附件条款向您提供的总资金额，或 **PartnerWorld** 协议国际基本一般条款中指定的金额。

对于市场营销活动对任何第三方或业务合作伙伴造成的任何损害或伤害，**IBM** 概不负责。在所有其他方面，“**PartnerWorld** 协议国际基本通用条款”中的责任条款（包括例外）原样适用。

接受这些条款和条件，即表示：对于业务合作伙伴或市场营销活动未能满足这些条款而造成的任何或所有索赔，业务合作伙伴同意向 **IBM** 做出赔偿。

7. 本附件的终止

无论有无原因，任何一方都可终止本协议，但需要提前一个月书面通知。终止本协议包括终止任何关联的补充件。但是，**IBM** 承诺给您的任何资助仍会提供。

如有违反本协议的实际条款，任何一方都可终止本附件及其补充件，包括承诺的资助。

2018 Co-Marketing Terms and Conditions

2018 Co-Marketing Software Agency Led 50% GCG China

Valid for the following countries:

China

Supplement to IBM PartnerWorld Marketing Funds Attachment

Approval to conduct an IBM PartnerWorld co-funded marketing activity is contingent upon Business Partner’s acceptance of the Terms and Conditions specified in:

- 1) this Supplement to the IBM PartnerWorld Marketing Funds Attachment (“Attachment”, See Exhibit C),
- 2) the Attachment and
- 3) the IBM PartnerWorld Agreement (collectively referred to as the "Agreement").

The Terms and Conditions of this Supplement prevail over the Attachment in the event of a conflict. Business Partner accepts the terms of the Agreement upon acceptance of the terms of this Supplement. By on-line acceptance of these terms, where recognizable by law, Business Partner’s representative affirms that s/he is authorized to bind Business Partner to comply with the terms. Business Partner must accept the terms and may not delegate such responsibility to an agent or any other party.

This document was initially drafted in English and then translated. In case of discrepancies between English and the translated document, the English version shall prevail.

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1.0 Introduction, Acronyms/Definitions, Co-Marketing Funds, Agencies and Scope

1.1 Introduction: IBM’s co-marketing offerings play a centrally important role in generating business for IBM and its Business Partners. Co-marketing funds can be used for a variety of tactics, including "ready to execute" marketing campaigns IBM provides through the Digital Content Marketing (DCM) tool that Business Partners can customize for unique requirements, as well as longer-standing tactics, such as Advertising, Digital Marketing, Direct Marketing, Customer Conferences and trade shows. IBM encourages its Business Partners to use available funding to generate demand and increase sales. These Terms and Conditions set forth the rules that apply to a Business Partner’s use of co-marketing funds. IBM wants its Business Partners to be successful in their use of such funds and to ensure that they carefully follow these rules in seeking and achieving that success.

1.2 Acronyms and Definitions: Please see Exhibit A, Acronyms and Definitions, for a list of acronyms and definitions of terms used in this Supplement.

- 1.3 Use of Co-Marketing Funds: Business Partner will use eligible funds only for lawful purposes and in compliance with the terms of the Agreement, including the Business Partner Code of Conduct and these Terms and Conditions. This responsibility includes, for example, ensuring that all business amenities that Business Partner offers or provides to GOE Employees are lawful to offer and provide under all applicable laws, including local and agency government regulations and ethics policies, as well as anti-bribery laws (such as the U.S. Foreign Corrupt Practices Act).
- 1.4 IBM Funding: Marketing campaigns that IBM subsidizes must generate demand for IBM products or services. In addition:
- A. IBM and Business Partner share costs for marketing tactics at the reimbursement rate specified on the Incentive Offering and in accordance with the limits set forth in the IO.
 - B. Absent prior approval from IBM, Business Partner may not pay those costs with funding that IBM makes available under any other marketing, promotional or incentive program.
 - C. With IBM's prior written approval, IBM will reimburse activities where Business Partner is promoting both IBM and IBM competitor products and technologies, with the reimbursement on a prorated basis corresponding to the percentage of IBM product and technology content.
- 1.5 IBM Co-Marketing Agencies: In any case where Business Partner relies on an agency to address Business Partner's obligations under this Supplement, Business Partner will be responsible for ensuring that the agency fully complies with those obligations. In addition, and for clarity,
- (i) an agency acts strictly on behalf of Business Partner,
 - (ii) IBM is not responsible for any of the agency's actions or failures to act, and
 - (iii) Business Partner is responsible to IBM for all of those actions and failures to act. Business Partner waives any current or future claim towards IBM with respect to an agency's conduct.
- 1.6 Scope of Terms and Conditions: Where IBM reimburses any portion of a marketing tactic, these Terms and Conditions apply to the entire tactic, including the portions funded only by the Business Partner or others.
- 1.7 **Offering Objectives**:
- Assist eligible Business Partners with their marketing activities by providing funds to help generate new IBM Software leads and progress existing SS4 leads.
 - Business Partner may request additional funds, however future funding is contingent on the success of previous marketing activities,
 - Software Co-marketing cannot be used to fund any activities where VADs are receiving program rebates.

The following packages are approved for this offering and must be identified in the MAP submission:

Package A: Demo Day/Mini Meeting

Objective- Demo Day: Use demo center to provide introduction to IBM products or services.

Mini meeting: Customer meeting focused on industry solutions, generating demand for IBM products or services. Requires a minimum of 2 client companies in attendance.

Package B: Telemarketing

Objective – Identify business opportunities for IBM sales in existing BP & prospect accounts

Package C: Digital Marketing

Objective – Create digital awareness for IBM and BP solutions through Wechat, Weibo, website development, video production & other digital marketing techniques

Package D: Marketing Seminar (Face-to-Face Seminars)

Objective – Use face-to-face tactics to present IBM priority solutions to BPs existing customers and prospects. Teach attendees about the value of IBM and BP solution. Identify sales opportunities

Package E: Advertising / On-line Advertising

Objective – Build a BP presence as expert in IBM solutions in a wider marketplace of prospects. Identify business opportunity for IBM sales priorities

Package F: Search Engine

Objective – Build BP presence as expert in IBM solutions and improve digital presence. Identify business opportunity for IBM sales priorities

Package G: Third-Party Trade Show / Industry Conference

Objective – BP attends approved IBM or third-party industry event. Event must be pre-approved by IBM.

2.0 Non-Event Demand Generation Campaigns

2.1 *Non-Event Campaigns, Eligibility for Reimbursement:* To be eligible for reimbursement, all non-event marketing must be directly related to the promotion, demonstration or explanation of IBM products or services. This requirement is satisfied if Business Partner is seeking to generate interest in or cultivate brand awareness in its solution that operates on or contains IBM products or services, and that interest or awareness would generate increased demand by Business Partner for those IBM products or services.

Marketing Tactics – Non-Event Demand Generation Campaigns	
Activity Expenses that IBM Pays (Subject to Applicable Limits)	Proof of Performance (“PoP”) that Business Partner Provides
<p>Common Expenses for All Non-Event Campaigns for: Package B: Telemarketing Package C: Digital Marketing Package E: Advertising / On-Line Advertising Package F: Search Engine</p> <ul style="list-style-type: none"> - Purchased list of prospects - Creation, production and distribution of offering content (e.g., brochures, flyers, white papers, case studies, sales presentations, webcasts, podcasts, videos, and self running demos) - Creation and production of response mechanisms (e.g., response web pages, registration sites, and response phone numbers) - Lead retrieval systems - Lead generation services (e.g., providing contact information for prospects, and including database and internet searching, email and telesales prospecting, and lead nurturing) - Temporary personnel (hired directly or retained through a staffing company specifically for a campaign) - Marketing Consultation services provided by IBM or a reputable, qualified agency or consulting firm performed in conjunction with a demand generation activity (services include setting marketing strategy and associated targeting and messaging, SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis, developing a response platform and progress tracking) 	<p>PoP for All Common Expenses: Itemized Third-Party Invoices</p> <p>Evidence of deliverables (e.g., electronic or hardcopy of prospect lists, brochures, flyers, white papers, case studies, sales presentations, webcasts, podcasts and other distributed materials, response mechanisms, and lead retrieval systems)</p> <p>For webcasts, podcasts, videos and demos, provide an invitation or agenda</p> <p>For lead generation services, vendor contract where those services are identified.</p> <p>For direct-hired temporary personnel:</p> <ul style="list-style-type: none"> - Timesheet (signed and approved by Business Partner management) - Employee names, job titles, start dates, total hours worked and total salaries paid - Description of activities completed <p>For marketing consultation services, a written plan embodying the IBM or vendor services identifying the demand generation activity which it supports. If IBM is providing the marketing consultation services, an itemized IBM invoice (describing and setting forth the amount of the expense, as well as the date the expense was incurred)</p>
<p>Advertising Expenses (in addition to Common Expenses) for Package A: Demo Day/Mini Meeting Package D: Marketing Seminar (Face-to-Face Seminars) Package E: Advertising / On-line Advertising Package G: Third-Party Trade Show / Industry Conference</p> <ul style="list-style-type: none"> - Ad creation and placement through advertising media (e.g., print, outdoor (e.g., billboards), signage, banners, radio, and television media) 	<p>Advertising PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - Evidence of ad placement with date(s) executed - Electronic or hard copy of advertisement (e.g., billboard, signage or banner photos or script for radio or TV ads)

<p>Digital Marketing Expenses (in addition to Common Expenses) for: Package A: Demo Day/Mini Meeting Package C: Digital Marketing Package D: Marketing Seminar (Face-to-Face Seminars) Package E: Advertising / On-line Advertising Package G: Third-Party Trade Show / Industry Conference</p> <p>- Creation, production and distribution of digital media (including website development, eBooks, eNewsletters, blog, infographics, videos, social media campaigns, search engine optimization, inbound marketing services, email campaigns, and mobile application development)</p>	<p>Digital Marketing PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - Electronic or hard copy of digital media that is distributed (e.g., web screens, web links, screen shots, eBooks, eNewsletters, blog, infographics, videos, emails from email campaigns, digital content, image of mobile screens for mobile application development and other distributed materials) - Inbound marketing services PoP: <ul style="list-style-type: none"> - Itemized Third-Party invoices - Vendor contract where those services are identified - Search engine optimization PoP: <ul style="list-style-type: none"> - Itemized Third-Party invoices - Screen shots demonstrating the search engine optimization
<p>Direct Marketing Expenses (in addition to Common Expenses)</p> <p>- Creation, production and distribution of physical materials (including infographics, catalogs, ads, mailers and fliers)</p>	<p>Direct Marketing PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - Electronic or hard copy of the media that is distributed (e.g., infographics, catalogs, ads, mailers and fliers and other distributed materials).
<p>Telemarketing Expenses (in addition to Common Expenses) Package A: Demo Day/Mini Meeting Package B: Telemarketing Package D: Marketing Seminar (Face-to-Face Seminars) Package G: Third-Party Trade Show / Industry Conference</p> <p>- Creation, production and distribution of telemarketing materials (e.g., scripts, call guides, and briefing materials) - Telemarketing vendor for orientation and telephone calls</p>	<p>Telemarketing PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - Copy of scripts, call guides or campaign briefing materials provided to vendor
<p>Business Amenity Expenses that IBM Pays (Subject to Applicable Limits) and Related PoP that Business Partner Provides</p>	<p>Expenses for Gifts (including promotional merchandise) in connection with Advertising, Digital Marketing, Direct Marketing, and Telemarketing campaigns: Allowable if the gifts are of nominal value and the associated expenses are within the per-person and per-MAP* limits in Section 5.0, Spending Limits, even if IBM is not reimbursing those expenses.</p> <p>PoP for Gifts: Itemized Third-Party Invoices</p> <p>* Subject to Section 5.4C, as it concerns the per-MAP limit.</p>

2.2 *Generating Attendance:* IBM will not reimburse for the costs associated with a non event demand activity if the purpose of such activity is generating attendance for an event that would not qualify for co-marketing funding under this Agreement.

3.0 Event Demand Generation Campaigns

3.1 *Events, Funding:* Co-marketing funding is available for Customer Conferences, Marketing Seminars and IBM or third-party trade shows. An "IBM trade show" includes traditional IBM trade shows, such as IBM Think, as well as IBM regional events, such as IBM's Business Analytics Summit..

3.2 *Events, Eligibility for Reimbursement:* To be eligible for reimbursement, all campaigns must be directly related to the promotion, demonstration or explanation of IBM products or services. This requirement is satisfied if Business Partner is seeking to generate interest in or cultivate brand awareness in its solution that operates on or contains IBM products or services, and that interest or awareness would generate increased demand by Business Partner for those IBM products or services.

Marketing Tactics – Event Demand Generation Campaigns

Activity Expenses that IBM Pays (Subject to Applicable Limits)	Proof-of-Performance (“PoP”) that Business Partner Provides
<p>Package A: Demo Day/Mini Meeting Package D: Marketing Seminar (Face-to-Face Seminars) Package G: Third-Party Trade Show / Industry Conference</p> <p>Advertising, Digital Marketing, Direct Marketing and Telemarketing Expenses – as set forth in Section 2.1</p> <p>Business Venue Expenses</p> <ul style="list-style-type: none"> - Facility or venue rental costs (excluding hotel accommodations), such as rentals of furnishings, carpet and equipment (including audiovisual equipment and computers) - Utilities, telephone, Internet and facility labor for booth assembly and cleaning - Freight, drayage or shipping for materials delivered to the event - Signage and booth displays - IBM Briefing Center expenses 	<p>PoP for All Events</p> <p>All event-related documentation, including:</p> <ul style="list-style-type: none"> - A detailed agenda with all planned activities, demonstrating that no ineligible activities (such as entertainment or other follow-on, satellite/surround activities) will occur, even if IBM is not reimbursing those activities - Evidence of IBM content (e.g., a copy of presentation with IBM content) - All Itemized Third-Party Invoices associated with the event, including those Business Partner is not claiming for reimbursement <p>- Photos taken during the event with a GPS-enabled smartphone or digital camera that records photo date and location. For example, iPhone photos of your tradeshow booth, signage and interaction with event attendees. (Not required for IBM trade shows)</p> <ul style="list-style-type: none"> - Details on all planned and actual expenses, including meals/refreshments; gifts, including promotional merchandise; speakers and transportation/parking - Copies of all event-related and expense documentation, even for those activities and expenses not requested or eligible for reimbursement by IBM - Business Partner’s on-line Event Certification (See, Exhibit B) <p>Advertising, Digital Marketing, Direct Marketing and Telemarketing PoP - As set forth in Section 2.1</p> <p>Business Venue PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - IBM invoice or proof of payment for IBM Briefing Center expenses - Details on the event location and venue, establishing that the event was conducted at a Business Venue <ul style="list-style-type: none"> - For a briefing center, conference center or exhibit hall, an invoice providing the name, address and phone number of the center or hall, and any other information that IBM requests to validate the briefing center, conference center or exhibit hall - For restaurants, a website link to the restaurant for IBM to confirm that a location and separate private meeting room were appropriate for a business meeting (and any other information that IBM requests to validate the appropriateness of the location and meeting room)
<p>Expenses for Trade Show Sponsorship Packages</p> <ul style="list-style-type: none"> - Including, with respect to <u>IBM trade shows</u>, sponsorship of IBM arranged and pre-approved coffee / dessert breaks, meals and receptions - Including, with respect to <u>third party trade shows</u>, sponsorship of coffee / dessert breaks <p>If a Sponsorship Package does not include costs for press releases announcing the show, IBM will reimburse the costs if Business Partner follows IBM’s Press Relations Guide in preparing / issuing the releases. The guide is located at: https://www.ibm.com/partnerworld/wps/servlet/mem/ContentHandler/pw_ast_pwp_press_release_guidelines</p> <p>NOTE: Business Partner may seek co-marketing funds for trade show activity only when Business Partner will exhibit IBM products and services in conjunction with Business Partner’s products and services at the show.</p>	<p>Sponsorship Package PoP</p> <ul style="list-style-type: none"> - All details of the items included within the package, provided in advance and demonstrating that no ineligible activities will occur (such as any Game of Chance (i.e., a raffle, sweepstakes, lottery, contest or other game of chance), entertainment or other follow-on satellite/surround activities, even if IBM is not reimbursing those activities), together with written confirmation that Business Partner has complied with Section 3.4 below regarding Conference and Exhibitor Passes. - Where Business Partner purchases a third-party Sponsorship Package which includes the right to participate in a Game of Chance, the Business Partner must (1) opt out of participation in the Game of Chance by sending a written communication (an email is sufficient) to the event organizer prior to the start of the event in which Business Partner states its intention to opt out, (2) submit a copy to IBM of its written communication to the event organizer as part of its claim, and (3)

	<p>with its claim, confirm in writing to IBM that Business Partner did not participate in those Game of Chance activities, whether by stamping trade show booklets or otherwise.</p> <p>Press Release PoP</p> <ul style="list-style-type: none"> - Itemized Third-Party Invoices - Proof of compliance with IBM's Press Relations Guide
<p align="center">Business Amenity Expenses that IBM Pays (Subject to Applicable Limits) and Related PoP that Business Partner Provides</p>	<p>Expenses for Gifts (including promotional merchandise): Allowable if the gifts are of nominal value and the associated expenses are within the per-person and per-MAP* limits in Section 5.0, Spending Limits, even if IBM is not reimbursing those expenses.</p> <p>PoP for Gifts: Itemized Third-Party Invoices</p> <p>* Subject to Section 5.4C, as it concerns the per-MAP limit.</p> <p>Expenses for Meals/Refreshments: Allowable if the meals/refreshments are integral elements of a marketing campaign, are reasonable and customary in amount and frequency and the expenses are within the per-person and per-MAP* limits in Section 5.0, Spending Limits, even if IBM is not reimbursing those expenses.</p> <p>Meals/refreshments offered immediately before or immediately after an event, or during a break at an event, are "integral elements of a marketing campaign" if served at the Business Venue where an event occurred or within a restaurant that is appropriate for a business meeting</p> <p>If Business Partner hosts a breakfast, lunch or dinner in connection with an IBM trade show, Business Partner will ensure that the meal does not conflict with any activity scheduled by IBM as part of the trade show.</p> <p>Expense for alcohol is allowed only in accordance with local laws and if reasonable and offered within a professional business setting. IBM assumes no liability for damages or injury caused to any third party due to consumption of alcohol and reserves the right to refuse reimbursement for any activities that IBM deems to be inappropriate or unprofessional. Business Partner agrees to indemnify IBM for any and all claims associated with the service of alcohol.</p> <p>PoP: Itemized Third-Party Invoices</p> <p>* Subject to Section 5.4C, as it concerns the per-MAP limit.</p>

- 3.3 Events, Business Venues: Business Partner will only conduct events at Business Venues. In its MAP, Business Partner may request to hold an event at a venue that does not meet the definition of "Business Venue" set forth in Exhibit A, but is otherwise an appropriate venue for a business meeting ("Venue Request"). Business Partner will identify the basis for its request and provide a website link to the proposed venue in its MAP and any additional information that IBM requests. The definition of Business Venue identifies key principles that IBM will consider in assessing Venue Requests, which IBM may approve or decline, at its discretion.
- 3.4 Events, Trade Show Passes: A Conference or Exhibitor Pass can have significant value; consequently, to ensure clarity on the rules for distributing those passes, IBM notes the following:
- A. If, as part of an exhibitor sponsorship at a third-party trade show, Business Partner receives Conference or Exhibitor Passes, Business Partner will ensure that those passes are used only by its employees or returned to the event organizer, or a combination of the foregoing. In its MAP, Business Partner will indicate how it will dispose of the passes. In its reimbursement claim, Business Partner will identify any employees who received the passes and a means for IBM to contact those employees and the event organizer (should IBM desire).
 - B. If, as part of an exhibitor sponsorship at an IBM trade show, Business Partner receives Conference or Exhibitor Passes, Business Partner may provide those passes to non-GOE Employees, with IBM's prior, written approval.
 - C. Business Partner will not provide Conference or Exhibitor Passes to IBM employees.

4.0 Terms for All Marketing Campaigns (Event, Non-Event and Other)

4.1 Non-Reimbursable Expenses: IBM is responsible for reimbursing activity and business amenity expenses, as set forth in this Supplement and subject to applicable limits. All other expenses are non-reimbursable. In the absence of other issues or concerns, IBM will not deny an entire claim because Business Partner incurs a non-reimbursable expense. Expenses for the following listed items are examples of non-reimbursable expenses that are sometimes associated with demand generation campaigns:

- A. Sales incentives
- B. Advertorials (advertising presented in an editorial format)
- C. Business Partner salaries for staff to support marketing efforts, except where explicitly permitted by an Incentive Offering. Where Business Partner staff salaries are reimbursable per an IO, the following remain non-reimbursable expenses: recruitment fees, benefits and overhead costs associated with staff, as well as costs of existing resources for demand generation activities (e.g., costs for sales teams used for telemarketing)
- D. Services, capital equipment or equipment used in routine business operations, such as furnishings, telephone equipment, corporate signage or company stationery
- E. Fees to purchase software, demonstration equipment or equipment such as personal computers, laptops, monitors or visual aid products
- F. Fees to purchase a Conference Pass to attend an IBM or third-party event (other than those fees Business Partner pays for a Sponsorship Package that includes Conference Passes or those fees that Business Partner pays for the least costly option that would provide passes for its employees to staff a booth)
- G. Fees for IBM to purchase a Sponsorship Package, or otherwise participate, in a Business Partner led event. If IBM chooses to promote IBM products and services at a Business Partner led event, then IBM will purchase the Sponsorship Package directly from the event organizer. IBM will not reimburse Business Partner for such Sponsorship Package fees through the Co-Marketing Program.
- H. Travel, including lodging, living (such as per diems) and transportation (such as flights and taxi fares), except with respect to local ground transportation where permitted in Section 3.2.
- I. Activities where Business Partner is promoting both IBM and IBM competitor products and technologies without IBM's prior written approval
- J. Gift cards

In all cases where a Business Partner or others fund non-reimbursable expenses (such as travel and lodging), the items for which expenses are incurred must be reasonable and customary in amount and frequency and the Business Partner must not have included family or guests of a customer or prospective customer employee in the underlying marketing tactic or paid any expenses of such family or guests in connection with the marketing tactic.

4.2 Actions that Cause an Entire Claim to Be Ineligible for Reimbursement: Some actions are so significant that, were they associated with a marketing tactic, IBM would reserve the right to deny an entire claim, not just a portion of it. The following are examples of such actions:

- A. Conduct that violates, or that IBM reasonably believes violates, (a) any applicable laws, including local or agency government regulations or ethics policies, as well as anti-bribery laws (such as the U.S. Foreign Corrupt Practices Act) or (b) any of the terms of the Agreement, including the Business Partner Code of Conduct and these Terms and Conditions*
- B. Providing cash or any cash equivalent, including a gift card that is convertible to cash or equivalent to cash (such as a debit or credit card), to any participant in a marketing tactic
- C. Inviting or permitting family or guests of a customer or prospective customer employee to participate in a marketing tactic or paying any expenses of such family or guests in connection with a marketing tactic
- D. Paying speaker fees to a GOE Employee
- E. Providing entertainment or any other follow-on, satellite/surround activities in connection with an event
- F. Directly or indirectly paying or requiring the payment of an entrance fee for a ticket, pass, registration or otherwise at an event or in connection with any follow-on, satellite/surround activity to an event
- G. Holding an event or any follow-on, satellite/surround activity to an event in a non-Business Venue (including, for example, a sporting arena, concert venue, amusement or theme park, bar, nightclub or hotel/cocktail reception area)
- H. Making available, participating in or otherwise sponsoring a Game of Chance
- I. Paying for a sponsorship at an event that is hosted by or for the benefit of a not-for-profit organization, in the absence of prior approval from IBM

* In this regard, IBM reserves the right to deny an entire claim (not just a portion of it) if Business Partner is unable to provide the on-line Event Certification set forth in Exhibit B (such as, for example, because Business Partner exceeded a per-person business

amenity limit set forth in Section 5.0, Spending Limits, of these Terms and Conditions).

5.0 Spending Limits

- 5.1 Limited Expenses: Limits are applied to the following expense types: meals/refreshments; gifts, including promotional merchandise. Limits cover the cost of an item, as well as any associated sales taxes and gratuities.
- 5.2 Activity Descriptions and Cost Estimates: All events require detailed activity descriptions and cost estimates for any planned meals/refreshments; gifts, including promotional merchandise. IBM will not reimburse a claim for any expense category where Business Partner provided a “zero” estimate for that category.
- 5.3 Per-Person Limits: All per-person business amenity limits set forth below are “not to exceed” amounts (i.e., Business Partner may not expend greater amounts for those business amenities, even from its own separate funds). If Business Partner exceeds such per person business amenity limits, IBM may deny Business Partner’s entire claim. Business Partner will ensure that it complies with all applicable laws that may preclude the provision of business amenities or set limits that are lower than the “not to exceed” amounts.
- 5.4 Limits Tables: [Individual offerings will state limits in local currency by country, where applicable]. The following expense limits apply:

Country: China				
Item	Currency	Per-Person Limit includes sales tax	Maximum IBM Reimbursement Amount	Per-MAP Limit (Maximum Business Partner Spending Amount)
Gifts, including Promotional Merchandise	CNY	180	10,500	21,000
Meals/Refreshments	CNY	250	12,600	25,200

The Per-Person limits for gifts are per event.

The Per-Person limits for meals/refreshments are per person, per day.

NOTES:

- A. Business Partner agrees to include all related marketing tactics in the same MAP. For example, where Business Partner uses Advertising and Digital Marketing and Direct Marketing to drive attendance at a trade show, the Advertising, Digital Marketing, Direct Marketing and trade show are all related marketing tactics, and should be included in the same MAP. The Maximum IBM Reimbursement Amount and per-MAP limits apply in the aggregate for all of the marketing tactics covered by a MAP, not separately for each of those tactics.
- B. The per-person gift limit applies in the aggregate for all of the marketing tactics covered by a MAP, not separately for each tactic.
- C. For each item where a per-person limit applies: IBM appreciates that there may be situations where the number of persons participating in the marketing tactics covered by a MAP will cause Business Partner to exceed the per-MAP limit for the item, even though the expenses for the item will stay within the per-person limit. In those situations, IBM will not consider Business Partner to have violated its obligation to keep expenses within the per-MAP limit and IBM will pay up to the Maximum IBM Reimbursement Amount for the item.

6.0 Submitting MAPs and Reimbursement Claims

Submitting a MAP

- 6.1 Assignment of a MAC: Business Partner will assign a MAC after accepting these Terms and Conditions. Each Incentive Offering will designate the approved MACs for that unique offering.
- 6.2 Submitting a MAP: A MAC submits a request for IBM funding via a MAP in the CMC tool. In addition:
- A. MAPs for an Incentive Offering must be submitted by the IO end date specified in the CMC tool, whichever date is earlier, to be eligible for approval.
 - B. To allow sufficient time for IBM approval, Business Partner should submit MAPs at least seven (7) days prior to the start of proposed activity.
 - C. Expenses that Business Partner incurs prior to IBM's approval of a MAP are Business Partner's responsibility and will not qualify for reimbursement unless they were necessary to pay for advance facility bookings, bulk production of marketing items, annual or on-going fees for marketing services related to a demand generation tactic, retainers or deposits for agency services, Advertising, or eligible event pre-registrations/sponsorships. Business Partner may submit invoices for expenses in these categories with its claim, for review by IBM.
 - D. Business Partner will provide the information requested through the CMC tool when submitting a MAP (e.g., Business Partner will provide detailed activity descriptions and cost estimates, as defined in the CMC tool).
 - E. IBM co-marketing funds are allocated by country. Marketing activities are executed by Business Partners in the country where the funds were allocated. With prior approval from IBM, Business Partner may execute marketing activities in other countries, provided the activities leverage its ability to sell IBM products and services in the country where funds are allocated, and Business Partner complies with the terms and conditions that IBM identifies in granting its approval. Compliance with local tax regulations is the responsibility of the Business Partner or agency, who should seek independent tax advice if required.
 - F. In submitting a MAP, Business Partner commits to pay its share of the total activity costs - costs are shared by IBM and the Business Partner at the reimbursement rate specified on the IO and up to the allocated, approved amount designated in the IO.
 - G. IBM reserves the right to reject any and all expenses specified in the MAP and the MAP itself for any reason deemed fit by IBM and the Business Partner shall have no claim towards IBM with respect thereto.
 - H. For progression activities, the following applies:
 - Co-funded marketing campaigns for progression are defined as unique activities directed at two or more end-user clients for the purposes of progressing leads to a win status. Activities, meetings, correspondence or other communications that are part of an on-going client relationship will not be approved for this funding.
 - To qualify for lead progression funding, two or more leads must have achieved at least sales stage 4 status (i.e., validated leads), with Business Partner having submitted the leads and obtaining an opportunity number for each of the leads.
 - A list of leads to be progressed must be provided to IBM prior to approval of the MAP. The information provided to IBM must include the opportunity number for each lead and other pertinent information regarding the leads, which Business Partner will input in the MAP description field of the CMC tool or submit a document to attach to the MAP.
 - Progression activities are not lead generation activities (such as Advertising). The submission of new leads is not required.
 - I. For Distributor-led activities, Distributor must identify the customer facing Business Partner(s) who will be participating in the demand generation or progression activity that the Distributor will lead and include its name(s) in the MAP. The customer facing Business Partner must already be eligible for IBM Software Co-Marketing.

Submitting a Reimbursement Claim

- 6.3 Claim Submission: Business Partner must submit claims, back-up documentation and leads within 60 days of the tactic end-date entered in the MAP. Failure to fulfill this requirement may result in IBM cancelling the MAP and/or claim.

If an IBM approved co-marketing agency executed a campaign in an agency-led Incentive Offering on behalf of a Business Partner for a partially-funded activity, the agency will invoice the Business Partner directly for the Business Partner's share of approved activity costs.

- 6.4 Claim Documentation: Business Partner will upload claim back-up documentation in the CMC tool by the claim deadline. Business Partner will retain such documentation in accordance with local laws. Regarding such documentation:
- A. Business Partner must submit evidence to support 100% of costs incurred via valid, fully Itemized Third-Party Invoices. Non-itemized invoices will not be accepted. All credit card receipts must be itemized.
 - B. Business Partner may include internal, non-labor expenses in a claim; for example, postage costs incurred for mail campaigns, via an internal invoice on Business Partner's letterhead.
 - C. If an invoice is submitted for multiple activities, Business Partner should identify the specific expenses associated with each activity by UCID. Of course, the same expense may not be claimed more than once.

Please note:

- 1. Only Business Partners with formal, in-house marketing or production departments may submit rate sheets as cost back-up in lieu of Itemized Third-Party Invoices to detail standard production rates. IBM reserves the right to verify in-house production capabilities and published rates. In addition, note that a rate card must pre-exist the date of the demand generation tactic at issue and Business Partner may not create a rate card for the sole purpose of seeking co-marketing reimbursement from IBM.
- 2. Proof of Performance for direct-hired temporary personnel is a timesheet (signed and approved by Business Partner management), including employee names, job titles, start dates, total hours worked and total salaries paid and a description of activities completed.
- 3. If IBM determines that any portion of a claim was fraudulently made, then IBM reserves the right to deny the entire claim. For clarity, submission of a fraudulent claim, in whole or in part, is a violation of this Supplement and the Agreement.
- 4. IBM will not reimburse the same expense twice. For example, if a brochure is used as both an Advertising piece and for distribution during a marketing campaign, only the costs relevant to each category may be claimed and the one-time cost of the artwork production may only be claimed under one MAP. If IBM discovers that a Business Partner claimed the same expense twice, IBM will be entitled to immediate repayment of the duplicate expense by the Business Partner.
- 5. Claims must be consistent with the spending categories set forth in the approved MAP. IBM may not reimburse expenses for additional spending categories (i.e., that are not covered by the approved MAP). In addition, if Business Partner claims expenses in fewer spending categories than set forth in an approved MAP, Business Partner must accordingly reduce the amount of its claim.
- 6. If an IBM co-marketing agency executed a campaign on behalf of a Business Partner for a partially-funded activity, the agency will invoice the Business Partner directly for the Business Partner's share of approved activity costs. For partially funded offerings, Business Partner will require the agency to include a copy of the invoice issued to Business Partner with other claim back-up documentation that the agency submits to IBM in the CMC tool.

6.5 Lead Submission: Business Partner must submit leads in an IBM lead tracking tool. In addition:

- A. Claims cannot be processed for payment until Business Partner submits required back-up documentation and leads.
- B. Business Partner is responsible for progressing leads to closure (win/loss). In VAD offerings, Tier 2 Resellers are responsible for progressing leads to closure.
- C. Business Partner and agencies who assume responsibility for leads must specify the applicable UCID when submitting leads.
- D. Where minimum limits for lead values apply, IBM will communicate them to Business Partner.
- E. IBM approved co-marketing agencies may submit leads associated with each CMC activity on behalf of Business Partner via an IBM lead tracking tool. Business Partner may also submit its own leads, if preferable.
- F. An IBM co-marketing agency will not be paid by IBM until leads are provided. Business Partner will be solely responsible for all campaign expenses if Business Partner fails to provide lead data to its agency.
- G. Progression activities are not lead-generating and thus Business Partner is not required to submit new leads for such activities.
- H. Software Distributor must implement and utilize a programmatic process to distribute any lead generated by the qualifying activity to all participating customer facing Business Partners in an equitable manner.

7.0 Payments

7.1 Reimbursement: IBM will reimburse Business Partners or agencies, either directly or through a third-party vendor. IBM will not reimburse the suppliers who incur expenses in connection with marketing tactics.

7.2 Banking Information: If banking information is not on file, IBM will provide instructions for Business Partner or an agency to supply such information to facilitate payment.

7.3 Overpayments: IBM is entitled to collect any overpayments and to debit Business Partner's available funds to do so.

- 7.4 Underpayments: IBM will reimburse or provide a credit for any underpayments it makes in error. IBM will obtain Business Partner's written approval before making any fund adjustments associated with underpayments.
- 7.5 Currency Conversion: IBM may choose to reimburse Business Partner or an agency in USD based on IBM's local financial policies. If Business Partner or an agency is to be reimbursed in USD and third-party invoices are in local currency, Business Partner or agency will convert the reimbursement amount to USD based on a valid exchange rate on the date the expense was invoiced. Business Partner or agency will use xe.com, oanda.com, Reuters or a country central bank currency conversion site as the source of the exchange rate for the currency conversion. Similarly, Business Partner will use xe.com, oanda.com, Reuters or approved country central bank currency conversion site when converting third party invoices from one local currency to another, based on the exchange rate on the supplier invoice date, if required.
- 7.6 Taxes: Business Partner and agency invoices should be submitted to IBM in the currency in which Business Partner or agency will be reimbursed and include correct legal entity name details for the IBM entity that will settle the invoice. IBM reserves the right to validate that the charging of VAT or similar transaction taxes (including without limitation, GST and sales taxes) is legally correct and that any invoice or equivalent document you may be required to issue to IBM complies with applicable tax laws. IBM will not make a reimbursement payment to Business Partner for the entire claim if either VAT or similar transaction taxes has been incorrectly charged, or if the document you issue is not a valid tax invoice and does not comply with applicable tax laws.

Reimbursements may be subject to tax and/or other regulations of the relevant country. Compliance with local regulations is the responsibility of the Business Partner or agency, who should seek independent tax advice, as required.

IBM will reimburse US sales taxes as billed and required, but will not reimburse other non-US transaction taxes that are recoverable by Business Partner (such as VAT or GST) included on third party vendor invoices. Business Partner or agency is responsible for indicating the tax type on an invoice (i.e. sales vs. value-added tax) when submitting a claim for reimbursement.

In those countries where tax invoices are required, Business Partner or its agency must provide an online/soft copy and a hard copy of the tax invoice for the approved claim amount plus any applicable tax at the local country rate. The invoice should first be uploaded in the CMC tool within 7 days of the date of payment request and then mailed to IBM's Business Partner Support Organization within 30 days of the date of payment request. IBM provides directions for uploading tax invoices and mailing addresses at claim app

8.0 General Provisions

- 8.1 Limited Funding and Terms & Conditions: IBM funding for this offering is limited and IBM reserves the right to modify or withdraw this offering at any time. Terms and Conditions are subject to change by IBM at any time.
- 8.2 Compliance: Lack of compliance with this Supplement may result in cancellation or rejection of a Business Partner's MAP, reimbursement claim or future participation in this offering or other co-marketing offerings, as determined by IBM, in its discretion.

Exhibit A, Acronyms and Definitions

Acronym Legend:	
CMC:	Co-Marketing Center
GOE:	Government Owned Entity
IO:	Incentive Offering
MAC:	Marketing Activity Creator
MAP:	Marketing Activity Plan
NA:	Not Applicable
UCID:	Unique Control Identifier
VAD:	Value Added Distributor

Definitions:	
Advertising	The creation and placement of ads to generate demand and increase sales of IBM and Business Partner products and services.
Business Venue*	<p>A briefing center, conference center, exhibit hall or a restaurant with a separate private meeting room, where the restaurant or hotel and meeting room are each appropriate for a business meeting.</p> <p>*IBM will assess whether a location and meeting room are appropriate for a business meeting, and any Venue Request, against the following key principles – in particular, whether the:</p> <ul style="list-style-type: none"> • Venue has an appropriate business connection to the subject matter of the event • Venue has a separate, closed-to-the-public space for the meeting • Venue owner markets the venue as appropriate for business meetings • Venue has necessary audio/visual technology, seating and room configuration to present business meeting content • Venue, the event and any related activities create an appropriate atmosphere in which to conduct a business meeting • Venue does not require separate admission fee
Conference Pass	Permits attendance at a trade show, usually for a registration or other fee.
Customer Conference or Marketing Seminar	A face to face event held over one or multiple days, hosted by Business Partner for end-user customer prospects to increase sales of IBM and Business Partner products and services. The event scope typically includes a solution or product presentation and one-on-one briefings with clients and prospects.
Days	References to “days” mean calendar days
Digital Marketing	Marketing communications published on web pages or through online forums, events or blogs to potential customers, in all cases to generate demand and increase sales of IBM and Business Partner products and services.
Direct Marketing	Marketing communications published via printed leaflets, brochures, letters, catalogs or ads mailed or distributed directly to potential customers, in all cases to generate demand and increase sales of IBM and Business Partner products and services.
Exhibitor Pass	Permits access to only the exhibitor hall of a trade show, usually for a registration or other fee.
Game of Chance	A raffle, sweepstakes, lottery, contest, or other game of chance
GOE Employee	<p>Includes any officer, director, employee or representative of any:</p> <ol style="list-style-type: none"> a. the government of any country, state, region, province, county, city, town, territory, municipality or other locality, including any government agency, department or public enterprise; b. any entity subject to public procurement laws or regulations; c. any public international organization (e.g., the United Nations or World Health Organization); and d. and government instrumentality, including any utility company, organization licensed to provide public services, educational institution, or other entity, whether privately held, publicly traded or otherwise constituted, that is owned, controlled or funded by any entity in subsection (a), (b), (c) or (d) or by a government official. e. Commercial business enterprises operating under a federal government power of attorney, or with Management Operating Contractor (MOC) status.
Itemized Third-Party Invoice	An invoice that describes an expense and sets forth the amount of the expense, the date it was incurred and the supplier seeking payment.
Marketing Consultation	Strategic marketing guidance and marketing plan development to assist Business Partner in achieving targets for increased market share, improved win rates and enhanced leads progression and closure.
Marketing Activity Creator, or MAC	The MAC is specified in an Incentive Offering as a Business Partner, agency or IBM employee. The MAC completes and submits the MAP.

Sponsorship Package	An offering containing multiple services and business amenities, available to an event sponsor for a single fee, where the offering does not specify the individual value of each service or business amenity.
Telemarketing	Marketing via telephone campaigns to current or potential customers to promote or sell IBM products and services.
UCID	A 12-digit alpha-numeric tracking code that IBM assigns upon MAP approval to refer to a specific marketing activity and corresponding claim.

Exhibit B: Event Certification



Event Certification

This Event Certification is required in connection with each event-related reimbursement claim. A Business Partner employee with the authority to commit Business Partner, or an agency on behalf of Business Partner where the agency is the marketing activity creator for an incentive offering, must complete this certification.

- Capitalized terms below have the meanings provided in the Co-Marketing Terms and Conditions
- The event was business-related and its primary purpose was the promotion, demonstration or explanation of IBM products or services
- All event-related activities and expense documentation has been submitted, even for those activities and expenses not requested or eligible for reimbursement by IBM
- All meals/refreshments were integral elements of a marketing campaign and reasonable and customary in amount and frequency, and the expenses for the meals/refreshments did not exceed the per-person limit set forth in the Terms and Conditions
- All gifts, including promotional merchandise, were of nominal value and the expenses for the gifts, including promotional merchandise, did not exceed the per-person limit set forth in the Terms and Conditions
- All items for which Business Partner or others incurred non-reimbursable expenses (such as travel and lodging) were reasonable and customary in amount and frequency
- In planning and conducting the event, Business Partner complied with all applicable laws, including local and agency government regulations and ethics policies, as well as anti-bribery laws (such as the U.S. Foreign Corrupt Practices Act), the Co-Marketing Terms and Conditions and the IBM Business Partner Code of Conduct. In addition, Business Partner did **not**:
 - Provide entertainment or any other follow-on, satellite/surround activity in connection with the event
 - Provide cash or any cash equivalent to any event participant
 - Provide a gift card that is convertible to cash or equivalent to cash (such as a debit or credit-card) to any event participant
 - Make available, participate in or otherwise sponsor a Game of Chance
 - Pay speaker fees to a GOE Employee
 - Provide Conference or Exhibitor passes to non-Business Partner employees, other than passes given to non-GOE Employees as part of an exhibitor sponsorship for an IBM trade show, where IBM provided prior, written approval to do so
 - Invite or permit family or guests of a customer or prospective customer employee to attend the event or pay any expenses of such family or guests in connection with the event
 - Directly or indirectly pay or require the payment of an entrance fee for a ticket, pass, registration or otherwise at the event or in connection with any follow-on, satellite/surround activity to the event
 - Hold the event or any follow-on, satellite/surround activity to the event in a non-Business Venue (including, for example, a sporting arena, concert venue, amusement or theme park, bar, nightclub or hotel/cocktail reception area)

Exhibit C: 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 you for the purpose of influencing the growth of IBM product or service revenue. Details of the funding and the marketing initiative or offering will be specified in one or more PartnerWorld Marketing Funds Supplements (Supplement). The terms of a Supplement prevail over the terms of this Attachment.

You agree that the terms of this Attachment are between you, in the country in which you receive benefits, and the IBM organization for that country. The rights, duties and obligations of each of us 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 You agree to:

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

1.2 We agree to provide you:

- a. marketing funds; and
- b. we may additionally provide sales and technical support.

2. Marketing Funds

We may make marketing funds available to you for your marketing activities. In order to receive marketing funds you must meet qualification requirements and agree to provide us the schedule of your marketing and technical events in sufficient time for us to respond in a timely manner.

We will provide qualification criteria to you in writing.

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

IBM funding for specific marketing initiatives or offerings under this Attachment is limited and IBM may modify or withdraw the initiative or offering at any time without notice.

3. IBM Business Partner Marks

It is the Business Partner's responsibility to comply with IBM marketing guidelines and to insure proper use of the Business Partner Marks, IBM trademarks and copyrights. IBM may not reimburse expenses for marketing materials or promotional items that fail to comply with the guidelines. Refer to IBM's PartnerWorld Web site for information regarding proper usage at:

https://www-356.ibm.com/partnerworld/wps/servlet/ContentHandler/pw_com_mkt_mrt_bp_marks

4. Comply with Local Laws

Any expense reimbursement and marketing funds made available hereunder will be subject to adherence of the marketing activity with applicable law.

You agree that you have complied with all the applicable United States and local anti-bribery laws, such as the US Foreign Corrupt Practices Act and similar local laws and that none of your employees will, directly or indirectly, make or offer bribes, kickbacks or other payments of money or anything of value (including travel, offer of employment, gifts or entertainment) to anyone, including officials, employees, or representatives of any government, company, or public or international organization, or to any other third party, for the purpose of wrongfully obtaining business. You acknowledge that your use of the Marketing Funds will be consistent with your application for funding, with this Attachment and with the IBM Business Partner Code of Conduct and with the applicable laws.

5. Code of Conduct

Business Partners must comply with the IBM Code of Conduct when performing any marketing activities, including those approved under this offering. In particular, if the Business Partner invites a government client to any marketing event, the Business Partner must comply with the section of the Code of Conduct entitled "Dealing with Government Clients". Funding may

be withdrawn or full reimbursement requested by IBM if the Business Partner fails to comply with the Code of Conduct with respect to marketing activities. The Code of Conduct is available at:

http://www.ibm.com/partnerworld/pwhome.nsf/weblook/pub_join_memctr_agreement_code.html

6. 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 to you under the terms of this Attachment or the amount specified in the PartnerWorld Agreement International Basic General Terms.

IBM assumes no liability for damages or injury caused to any third party or to the Business Partner with respect to the marketing activity. In all other respects, the liability terms in the PartnerWorld Agreement International Basic General Terms. (including the exceptions) apply unchanged.

By acceptance of these Terms and Conditions, the Business Partner agrees to indemnify IBM for any and all claims associated with failure by them or by the marketing activity to meet such terms.

7. Ending this Attachment

Either of us 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 to you by IBM will be provided.

Either of us may terminate this Attachment and its Supplements including committed funding, immediately in the case of breach of a material term of this Attachment.