

[[2023/2024] METAS, LLC SPIFF PROMOTION]

**EFFECTIVE DATE: 09/01/2023**

This [2023] Metas, LLC SPIFF Promotion is effective as of 09/01/2023 through 09/01/2024 (the “SPIFF Promotion”) and is being made available to those persons and entities who are parties to a master agent, channel partner, authorized sales agent or other written and executed sales agent agreement (“Channel Partner Agreement”), including the certifiable sub-agents of such persons and entities (collectively, “Participants”) with METAS, LLC (“Metas”). The following terms and conditions shall apply to this Promotion:

**Promotion Details:**

- The term of this SPIFF Promotion is from 09/01/2023 through 09/01/2024, for all eligible New Sales of Metas products and other services expressly identified in this document. [The following products and services of Metas apply: Managed Label Services Programs
- Metas reserves the right to expand or restrict the scope of Metas products and services eligible for SPIFF payments at any time during the SPIFF Promotion.
- Participants are responsible for all expenses incurred relating to participation in this SPIFF Promotion.
- Metas-originated New Sales (i) completed through any Metas training program or (ii) of Metas orientation periods shall not be eligible for a SPIFF.
- The SPIFF Promotion applies to New Sales of customers with primary billing and business locations in the United States. Promotion eligibility for all other New Sales outside of the United States is subject to Metas review and pre-approval. All SPIFFs are paid in U.S. Dollars.
- Any current or new Metas proprietary products or any third-party products that are not specifically listed within these Promotion Details are not eligible for SPIFFs and are excluded from the calculation of New Sales Revenue, unless otherwise determined by Metas in its sole discretion when such products are made eligible.
- New Sales must qualify as commissionable sales under the applicable Channel Partner Agreement on or before 09/01/2024.
- In addition to the other requirements set forth herein, New Sales and SPIFF eligibility will be contingent upon: (a) the acceptance of the channel partner’s customer opportunity by Metas’ Director of Business Development and the customer contract booking arising from the channel partner’s quote and engagement and (b) Metas receiving and accepting all applicable required and properly executed (where applicable) documentation.

- All eligible New Sales must be on Company’s standard service agreements and terms and conditions (without modification) with a billable term for recurring charges commencing on the Service Commencement date.
- All New Sales must be sold pursuant to the Company’s standard service order form and priced at Metas’ applicable standard retail pricing.
- Any New Sales that are terminated or cancelled for any or no reason within the first six (6) months of the date of Service Commencement are subject to full chargeback and recovery of the SPIFF payment, if any, by Metas. Any chargebacks may be set off against any commissions owed under the applicable channel partner agreement.
- Any New Sales arising from or involving misrepresentations, fraud and/or violation of law, or any acts of bribery by a Participant are subject to full chargeback and recovery of the SPIFF payment by Metas.
- Unless expressly indicated in this SPIFF Promotion or other sales promotion offered by Metas, this promotion may not be combined with any other offer or promotion. Additional restrictions may apply.
- The channel partner shall at all times remain subject to the terms of its Channel Partner Agreement with Metas.
- This SPIFF Promotion applies only to channel partners and their sub-agents who are parties to a written channel partner or sales agent contract with Metas; there are no third-party beneficiaries.
- SPIFF eligibility and payments are conditioned upon the channel partner’s and its sub-agents’ full and continuing compliance with applicable laws and Metas’ [Vendor and Partner] Compliance Policy.
- Participant acknowledges that any participation in this SPIFF Promotion by a Participant is voluntary.
- Metas reserves the right in its sole discretion to change or modify the terms and conditions at any time and/or cancel the SPIFF Promotion entirely. Any changes, modifications, and/or cancellation of the SPIFF Promotion applies from the date such modification and/or cancellation is uploaded to Metas’ webpage. Participants should check this webpage regularly to monitor any changes.

**Definitions:**

“New Sales” shall mean the initial sale to end-user customers (individuals or entities) that have never purchased Company products or services.

“New Sales Revenue” shall mean only the net revenue generated by the New Sales directly attributable and verifiable to Participant’s efforts beginning on the date of Service Commencement and for a period of twelve (12) months thereafter. New Sales Revenue excludes all installation and implementation fees, freight charges, rebates, allowances, credits, special handling charges, and third-party products or services resold or distributed by Company. Customer chargebacks (described below), bad debt write-offs or service credits incurred by the Company will be offset against the New Sales Revenue.

“Service Commencement” shall mean when the Customer’s Service is fully installed, enabled, billable and available for Customer’s use.

“SPIFF” shall mean a one-time payment equal to five (2%) percent of New Sales Revenue to Metas for the initial 12 months Managed Label Services contract period which will be payable to Participant within ninety (90) days following Metas’ actual receipt of final unconditional payment of invoiced amounts of New Sales Revenue.

**How to submit a claim for a SPIFF:**

In order to submit a customer contract for SPIFF consideration the participant must send the following information to [SPIFF@METAS.GLOBAL](mailto:SPIFF@METAS.GLOBAL)

- Sales Persons Name
- Sales Persons Email Address
- Sales Persons Phone Number
- Sales Persons Company Name
- Customer Name and a copy of the final customer contract.

Metas will require further documentation from the sales person or persons in order to pay out a SPIFF after Metas team receives the above listed information and confirms SPIFF eligibility.