

phion airlock Partner Programme

The logo for 'phion' is displayed in white lowercase letters on a blue rectangular background. The letter 'i' is replaced by a stylized globe icon with latitude and longitude lines.

The step to success with web application security

The phion airlock Partner Programme guarantees success. The Partner Programme puts high-quality customer service and support - as well as the joint success of vendor and partner - into the foreground.

As phion airlock Partner, you serve your customers as a certified expert on phion's web application security product, airlock. You receive high-grade support for your sales and marketing initiatives, and profit from a range of additional benefits.

What our resellers say about the phion Partner Programme:

"The phion Partner Programme is very important to us. We at ISPIN are determined to maintain our position as an airlock partner, which guarantees first-class cooperation between vendor and partner.

This allows us, as system integrators, to provide our clients with the best possible service. The phion Academy ensures that our technicians, sales and presales staff are continually kept up to date on, and certified in the latest developments.

This is crucial to maintaining our quality in the long-term." - Marco Marchesi, ISPIN AG



Advantages, Prerequisites & Qualification

phion Partner Programme - Advantages

Close at hand - phion partners benefit from their close proximity to the leading European security and connectivity provider!

- **An uncomplicated Partner Programme** - No complicated contracts! Just join forces for a maximum of success
- **Highly qualified partner training** - phion partners receive wide-ranging sales and technology training, tailored to individual market and project requirements.
- **Profit maximisation** - Thanks to an extended product portfolio with added value in a growing market segment.

Advantages		phion airlock Partner
Sales	phion account manager support	✓
	phion presales support	✓
	End customer contacts and leads	✓
	Regular sales training	✓
	Sales tools	✓
	Access to the phion airlock techzone	✓
	Demo software	✓
Marketing	phion Welcome Kit	✓
	Entry in phion airlock Partner Locator	✓
	phion partner certification	✓
	phion marketing materials	✓
	Use of phion and phion airlock partner logo on website	✓
	phion airlock e-mail newsletter	✓
	Joint marketing activities	✓
	Joint press releases	✓
	Planning of marketing initiatives	✓
	Co-Branding of marketing materials	✓
Joint user success stories	✓	
Technology	phion technical support	✓
	Participation in beta test programme	✓
	NFR licence	✓
	Seat on the Advisory Board - by invitation only	✓

phion Partner Programme - Prerequisites

To receive the many Partner Programme advantages, you must fulfil several criteria in each category. An important factor is the sales and technical training of your staff. This training reflects the high quality standards of the programme and of phion solutions.

Prerequisites	phion airlock Partner
Minimum licence turnover / annum (purchase distribution)	100.000
PHASE-certified employees	2
1st Level Support for enduser	✓
2nd Level Support for enduser	✓
Regular sales forecast report	✓
Annual business plan	✓
Installation and maintenance services for the airlock product range	✓
phion listed as partner on partner's website	✓

phion Partner Programme - Qualification

Qualification as a phion airlock Partner is challenging, but you will be well supported by your phion account manager. Apart from the qualification, no complicated contracts are necessary. After qualification you receive the Partner certificate. An eventual purchase agreement is made separately.

Once you have qualified, you will receive a certificate displaying your partner status. You may then use our phion partner logos, which are available to download from the phion Partner Resource Centre.

If you have any questions or suggestions regarding the phion Partner Programme, please get in touch with your phion contact or write us an email at sales@phion.com.

Conditions

Preamble

The phion airlock Partner Programme regulates rights and obligations of phion and phion partners in the context of their joint business activity. phion awards the partner status while partner conditions regulate the privity of contract between phion and its partners.

§1 Rights of the Partner

Whilst a phion Partner Programme member, the Partner shall have a non-exclusive right to the title of phion Partner and to all the benefits according to the phion Partner Programme.

phion Partner status and exact nomenclature is assigned by phion for a certain time (unless otherwise noted, 6 months). There is no entitlement to a specific partner status.

Whilst a member of the phion Partner Programme, the Partner shall have the non-exclusive right to use the copyrighted phion brand and the phion logo for marketing purposes. The Partner shall be obliged to abide by the guidelines as laid down by phion. The right of use shall not give the Partner any rights over the brand, logos or other proprietary phion materials, except where granted express permission by phion. The Partner agrees not to use any similar or interchangeable words or images or to copyright these in any form.

The bargain and sale of phion products shall be subject to the regulations of a separately agreed contract.

§2 Obligations of the Partner

The Partner shall be bound by the conditions as specified in the relevant appendices for the duration of its membership in the phion Partner Programme. If required by phion, the Partner shall be obliged to provide sufficient evidence that these conditions have been met. Should phion in any way alter its conditions, the Partner shall accept these in writing within a month and fulfil these within six months, or adjust its partner status in accordance with the new partner conditions, or terminate the partnership.

The Partner shall grant phion permission to use its brand name and logos in connection with the phion Partner Programme for the duration of the partnership, in order to make the Partner recognisable as a partner.

The permission for use shall not give phion any legal rights over the respective brands or logos, except with express permission from the Partner.

§3 The relationship between phion and its partners

Despite the use of the term 'Partner', no joint venture or alliance exists between phion and its contractual partners. Nor does the term imply any joint legal liability. The Partner shall not be authorised to act, either explicitly or implicitly, in phion's name, except where this has been expressly and separately stipulated.

§4 Demo software

All software the Partner receives from phion for demonstrations to its customers and/or for its own internal use may only be used internally and/or for demonstration purposes, and in accordance with the accompanying phion terms and conditions of use.

The Partner shall receive no updates or support from phion for demonstration software.

§5 Copyright

phion products are sold by phion in accordance with the accompanying phion terms and conditions. The Partner shall not act in any way contrary to these terms and conditions. Furthermore, the Partner shall not remove or alter any phion copyright or intellectual property rights information.

§6 Export / import

The Partner recognizes to be responsible for being compliant with the certain national and international regulation when exporting phion products.

phion shall reserve the right to alter import/export terms and conditions at any time, as required by national or international law.

§7 Confidentiality

Any phion trade and company secrets the Partner should learn in the course of its membership in the phion Partner Programme shall remain confidential for the duration of, as well as for an unlimited time after the termination of, the partnership.

§8 Duration and termination

This programme shall be valid for an indefinite time.

The agreement can be terminated with immediate effect on serious grounds. Serious grounds are considered in particular to include the Partner's inability to pay, the commencement of insolvency proceedings against the Partner's assets, or similar factors which endanger the assets and operations of the Partner, and/or termination by phion of the Partner Programme.

Either party may declare the agreement void (cancellation) at any time without giving cause. Cancellation must be made in writing. Neither party shall be liable for any damage or costs incurred by the other party resulting from the termination of the agreement.

Upon termination of this agreement, on whichever grounds, the Partner shall be obliged to return all materials and software products provided by phion for customer demonstration and partner support, as well as to delete said phion software from its data carriers and to cease utilising the 'phion' brand and logo. phion shall be authorised to require proof of compliance.

§9 Programme alterations

phion shall reserve the right to change or terminate the Partner Programme at any time.

§10 General

These partner conditions, as well as any claims arising from or related to it, shall be subject to Austrian law. Any disputes arising from this agreement shall be settled by the appropriate court in Innsbruck, Austria.



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