

CADENTS INC.

Cadents Partner Program Guide

Operational companion to the Cadents Master Partner Agreement

Version 2.1

May 2026

This Program Guide is incorporated by reference into the Cadents Master Partner Agreement (Exhibit F) and forms part of that Agreement. In the event of any conflict between this Program Guide and the Master Partner Agreement, the Agreement controls.

Contents

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1. Introduction and How to Use This Guide

Welcome to the Cadents Partner Program. Cadents helps IT and security leaders see where infrastructure risk is accumulating by correlating security advisories, vulnerability data, hardware lifecycle status, and operational field notices into one prioritized, defensible view across the network infrastructure layer. For partners, that means a differentiated offer in a crowded market: larger and more strategic deals, faster executive-level conversations, and durable customer relationships anchored in measurable operational value.

This Program Guide is the operational companion to the Cadents Master Partner Agreement (the “MPA” or the “Agreement”). The Agreement establishes the legal framework and the commercial structure of each partner engagement. This Program Guide carries the operational detail: how to register a deal, how to forecast, how marketing approval works, how Marketing Development Funds are requested, how Partner Tiers are determined, and so on.

Relationship to the Agreement. This Program Guide is incorporated into the Agreement by reference as Exhibit F. It is part of the Agreement. Cadents may revise this Program Guide from time to time on thirty (30) days’ written notice in accordance with Section 4(f) of the Agreement. In the event of any conflict between this Program Guide and the body of the Agreement or any Engagement Exhibit, the Agreement controls. The Program Guide is operational in nature and is intended to give effect to the frameworks established in the Agreement, not to modify them.

1.1 How this Guide is organized

Cadents partners operate under one or more Engagement Models, each governed by an Engagement Exhibit to the Agreement. Some operational requirements apply to every partner regardless of Engagement Model; others apply only to specific Models. This Guide is organized accordingly:

- **Sections 1 through 12** contain common requirements that apply to all partners, with Engagement Model-specific notes called out where the requirement differs by Model.
- **Section 13** contains Engagement Model-specific provisions, organized by Model, for requirements that are substantially different across Models.
- **Sections 14 and 15** contain the MDF Schedule and the Partner Tier Schedule, the two operational frameworks the Agreement defers to this Guide in the most detail.

Where this Guide says a requirement applies to a specific Engagement Model, it identifies the Model by its Exhibit reference: A-1 (Reseller Margin), A-2 (Reseller Commission), A-3 (Co-Sell), A-4 (Services-Led, with SI and MSP/MSSP sub-types), A-5 (Referral), and A-X (Custom Engagement Schedules).

1.2 The Engagement Models at a glance

The table below summarizes the five standard Engagement Models. The Agreement and the applicable Engagement Exhibit are controlling; this table is an orientation aid.

Model	What the partner does	Who contracts with the End User	How the partner is paid
A-1 Reseller Margin	Sells, contracts with, invoices, and supports the End User. Owns the commercial relationship.	Partner contracts with the End User.	Buys from Cadents at a discount off List Price; earns the margin.
A-2 Reseller Commission	Leads the sale. Cadents contracts, invoices, and provides all support.	Cadents contracts with the End User.	Earns a commission off List Price on Cadents-collected revenue.
A-3 Co-Sell	Works a deal jointly with Cadents, above and beyond normal selling effort.	Cadents contracts with the End User.	Earns a co-sell commission on Year 1 and reduced rate on subsequent initial-term years.
A-4 Services-Led	SI: implements CadentsIQ for End Users. MSP/MSSP: uses CadentsIQ to deliver managed services.	SI: End User licenses from Cadents directly. MSP: MSP is the Cadents customer.	SI: paid by the End User or referring partner. MSP: pays Cadents; earns from its own customers.
A-5 Referral	Introduces a prospect to Cadents. Cadents runs the sale.	Cadents contracts with the End User.	Earns a referral fee on Year 1 revenue only.

Note: a single partner may operate under more than one Engagement Model concurrently if the corresponding Engagement Exhibits are each designated on the signature page of the Agreement. Where a partner operates under multiple Models, the requirements of this Guide apply to the partner’s activity under each Model respectively.

2. Program Overview

The Cadents Partner Program exists to extend Cadents' reach into the mid-market and enterprise infrastructure-risk space through partners who can sell, implement, and operate CadentsIQ with credibility. The program is built on a simple principle: Cadents' success and its partners' success are linked, and the program should make it straightforward for a capable partner to build a durable, profitable practice around CadentsIQ.

2.1 What the program provides

Depending on Engagement Model and Partner Tier, the program provides partners with access to:

- Competitive margins, commissions, and referral fees, with recurring-revenue economics on multi-year subscriptions.
- Sales and technical enablement, including certification tracks as they become available.
- Deal Registration and the associated opportunity protection.
- Marketing Development Funds for eligible Engagement Models, governed by the MDF Schedule in Section 14.
- A Partner Tier structure that recognizes and rewards partner investment and performance, governed by the Partner Tier Schedule in Section 15.
- Cadents channel management support, including a named Channel Manager and defined response commitments.
- Access to Cadents partner-facing materials, including sales, technical, pricing, and brand assets.

2.2 What the program expects

In return, Cadents expects partners to operate as credible, professional representatives of the CadentsIQ platform. Concretely, partners are expected to:

- Maintain the eligibility requirements for their Engagement Model(s) (Section 3).
- Complete onboarding and maintain required certifications (Section 8).
- Register opportunities as required (Section 5) and forecast accurately (Section 7).
- Represent CadentsIQ accurately, consistent with Cadents messaging and brand guidelines (Section 9).
- Meet the Performance Metrics established in the partner's annual Business Plan (Section 4).
- Operate ethically and in compliance with the Agreement and applicable law.

2.3 Channel management

Each partner is assigned a Cadents Channel Manager as the partner's primary point of contact. The Channel Manager supports Business Planning, Deal Registration, forecasting reviews, enablement, and escalation. Cadents' response commitments to partners are set out in Section 11.

3. Eligibility Requirements

To protect the value of the CadentsIQ platform and to ensure consistent customer outcomes, Cadents authorizes partners that demonstrate technical credibility, commercial readiness, and a commitment to joint success. This section sets out the baseline eligibility requirements that apply to all partners, followed by additional requirements specific to each Engagement Model.

3.1 Baseline eligibility (all Engagement Models)

Every Cadents partner must, at the time of signing the Agreement and throughout the Term:

- Operate as a registered business in good standing in each jurisdiction where it engages End Users.
- Maintain an active business practice aligned to infrastructure, security, or risk management.
- Designate at least one commercial point of contact and one technical point of contact for the Cadents relationship.
- Complete the Cadents onboarding and enablement applicable to its Engagement Model(s) within the timeframes in Section 8.
- Adhere to Cadents branding, messaging, and ethical standards.
- Maintain customer-first selling and servicing practices.
- Comply with all applicable laws, including data protection requirements, and with the Agreement (including its anti-corruption, sanctions, and export provisions).
- Maintain the insurance coverage required under Section 13 of the Agreement and Exhibit E.

Cadents may also weigh market focus, customer overlap, services capability, and partner differentiation in authorizing partners, to maintain a healthy and non-conflicting partner ecosystem.

3.2 Additional eligibility by Engagement Model

Reseller Margin (A-1) and Reseller Commission (A-2)

Reseller partners are expected to maintain a functioning commercial engine: marketing, sales development, account management, and pre-sales solution consulting. Reseller partners must maintain at least one Sales Certified individual and one Technical Pre-Sales Certified individual once those certification tracks are generally available (see Section 8). A Reseller Margin (A-1) partner, because it provides Level 1 and Level 2 support to its End Users, must additionally demonstrate a support capability appropriate to the customers it serves.

Co-Sell (A-3)

Co-Sell partners are expected to bring technical pre-sales depth and a credible account presence that materially advances a joint sales motion with Cadents. A Co-Sell partner must maintain at least one Technical Pre-Sales Certified individual once that track is generally available. Co-Sell partners are not

required to maintain an independent support capability, as Cadents provides all support under the A-3 Model.

Services-Led (A-4)

A System Integrator (SI) sub-type partner must demonstrate an implementation and professional-services capability and must maintain at least one Implementation Engineer Certified individual once that track is generally available. A Managed Service Provider or Managed Security Service Provider (MSP/MSSP) sub-type partner must demonstrate an operational service-delivery capability, including a security or network operations function, and must maintain at least one Operations Certified individual once that track is generally available. An A-4 partner must also be able to meet the multi-tenant operational guidelines in Section 13.4 if it operates the MSP/MSSP sub-type.

Referral (A-5)

Referral partners have the lightest eligibility requirements. A Referral partner must be a registered business in good standing with a legitimate business relationship to the prospects it introduces, and must designate a point of contact for referral submissions. Referral partners are not required to hold certifications, maintain a support capability, or meet marketing-event expectations.

3.3 Maintaining eligibility

Eligibility is continuous, not one-time. A partner that ceases to meet the eligibility requirements for its Engagement Model may be subject to remediation, Partner Tier downgrade, suspension of program benefits, or, in accordance with Section 16 of the Agreement, termination. Cadents will ordinarily raise an eligibility concern with the partner and allow a reasonable opportunity to cure before taking action, except where the concern involves a matter that under the Agreement permits immediate action.

4. Business Plan and Performance Metrics

Every Cadents partner other than a Referral-only partner works with its Channel Manager to develop and maintain an annual Business Plan. The Business Plan is where Cadents and the partner agree on what success looks like for the coming year, and it is the source of the Performance Metrics referenced in the Agreement and the applicable Engagement Exhibit.

4.1 The annual Business Plan

- The partner works with its Channel Manager to build an annual Business Plan using the template Cadents provides. The Business Plan must be specific, measurable, and realistic, and must be approved by Cadents.
- The first Business Plan must be created within forty-five (45) days of execution of the Agreement. Thereafter, the Business Plan must be updated and approved annually, no later than February 1 of each calendar year.
- The partner and the Channel Manager review performance against the Business Plan throughout the year, at the cadence in Section 4.4.

Referral-only partners (A-5) are not required to maintain a Business Plan. A partner that operates a Referral engagement alongside another Engagement Model addresses its non-Referral activity in its Business Plan.

4.2 What the Business Plan contains

The Business Plan template covers, at a minimum:

- Target customer segments and territories.
- Revenue targets for the year, expressed as bookings and as recurring revenue, by Engagement Model where the partner operates more than one.
- A deal-volume target (number of opportunities registered and number expected to close).
- Certification commitments: which individuals will hold which certifications, and by when.
- A marketing plan, including planned demand-generation activity and any anticipated MDF-supported activity.
- Key customer relationships and named target accounts.
- Any planned investments in CadentsIQ practice development.

4.3 Performance Metrics

The Performance Metrics referenced in the Agreement and the Engagement Exhibits are the specific, measurable commitments recorded in the partner's approved Business Plan. They are set collaboratively rather than imposed uniformly, because a realistic target for a new regional reseller is different from a realistic target for an established national partner.

Performance Metrics are differentiated by Engagement Model:

- **Reseller (A-1, A-2):** bookings or recurring-revenue target, registered-opportunity count, certification maintenance, and customer retention or renewal rate.
- **Co-Sell (A-3):** number of qualified co-sell motions materially advanced, contribution to closed Cadents revenue, and certification maintenance.
- **Services-Led (A-4):** for SI, number of successful implementations and implementation quality; for MSP/MSSP, number of Managed Customers onboarded onto CadentsIQ and subscription growth.

4.4 Performance review cadence and shortfalls

The partner and the Channel Manager review performance against the Business Plan at least quarterly. The measurement period for Performance Metrics is the calendar quarter.

Material shortfall. If a partner materially misses its Performance Metrics for a calendar quarter, the Channel Manager will document the shortfall and work with the partner on a corrective plan. Under Section 16(b) of the Agreement, Cadents may terminate the Agreement or the affected Engagement Exhibit if the partner fails to meet its Performance Metrics for two (2) consecutive measurement periods. Cadents' practice is to give the partner clear notice after the first missed quarter and a genuine opportunity to recover before the second.

5. Deal Registration

Deal Registration is the process by which Cadents evaluates and dispositions opportunities that partners bring to Cadents. It protects a partner's investment in an opportunity, gives Cadents visibility into partner-sourced pipeline, and helps avoid channel conflict. This section applies to the Reseller Margin (A-1), Reseller Commission (A-2), and Co-Sell (A-3) Models. Referral submissions follow the separate process in Section 6.

5.1 What must be registered

A partner must register the following opportunities through Deal Registration:

- All opportunities greater than US\$25,000 in total contract value, across all End Users and products.
- All opportunities on accounts where the partner has not previously sold CadentsIQ. This is evaluated at the individual account level, not the parent-account level. When in doubt, register the opportunity.
- Any opportunity that requires a custom statement of work or professional services.

5.2 How to register

Deal Registration is submitted to the partner's Channel Manager using the Cadents Deal Registration form (see Section 5.6). After submission, the partner receives an email confirmation that Cadents has received the opportunity and is reviewing it.

5.3 Cadents review and response

Cadents reviews each registration to determine whether:

- The submission is complete with all required information.
- Another partner has already registered or is actively engaged with the opportunity.
- A Cadents direct seller is already engaged with the opportunity.
- The opportunity aligns with Cadents' product and sales strategy and ideal customer profile.

Response time. Cadents will respond by email with a decision to approve, decline, or request additional information within five (5) business days of receiving a complete submission. This response window aligns with Section 5(b) of the Agreement.

5.4 Protection period

An approved Deal Registration is valid for one hundred eighty (180) days. During that period, Cadents will not assign or approve the same opportunity for any other partner. A partner may submit a written request to extend the 180-day period for an opportunity it can demonstrate it is continuing to actively pursue.

5.5 Partner of Record

For partners that have previously sold and serviced CadentsIQ on an account, Cadents may, in its sole discretion, designate the partner as the Partner of Record for that account. The designation is governed by Section 5(c) of the Agreement. While a partner remains in good standing:

- CadentsIQ renewals for the specific products sold and serviced by the Partner of Record may be renewed by the Partner of Record without a separate Deal Registration.
- An opportunity of less than US\$25,000 on a Partner-of-Record account may be, but does not have to be, registered.
- Another partner may still receive an approved Deal Registration on a Partner-of-Record account for a product or location where the Partner of Record has no pre-existing opportunity pursuit.

Any dispute regarding Partner of Record status is decided by Cadents, with a focus on the best interests of the End User.

5.6 The Deal Registration form

The Deal Registration form captures the information Cadents needs to evaluate and protect an opportunity. The current form is available from the partner's Channel Manager and through the Cadents Partner Community. It captures, at a minimum:

- Partner name, Partner contact, and Engagement Model under which the opportunity is being pursued (A-1, A-2, or A-3).
- End User legal name, primary location, and primary contact.
- Opportunity description, including the products and approximate quantities involved.
- Estimated total contract value and estimated annual recurring revenue.
- Anticipated close date and subscription term.
- A brief statement of the partner's engagement to date and ideal-customer-profile fit.

5.7 Disputes

Any disagreement about the outcome of a Deal Registration is decided by Cadents with a focus on what is best for the End User, consistent with Section 5(d) of the Agreement.

6. Referral Submissions (A-5)

Referral partners do not use the Deal Registration process in Section 5. Instead, a Referral partner submits prospect introductions through the lighter-weight referral process described here. This section applies to the Referral Model (A-5), including a Reseller partner that elects, under Section 6(d) of Exhibit A-5, to refer a specific prospect rather than pursue a direct sale.

6.1 What qualifies as a referral

For a referral to be eligible for a referral fee under Exhibit A-5, the introduction must meet the eligibility conditions in that Exhibit. In operational terms:

- The partner introduces the prospect to Cadents before Cadents has had a first sales engagement with that prospect.
- Cadents acknowledges the referral in writing (see Section 6.3).
- The referred opportunity closes within twelve (12) months of Cadents' acknowledgment.

6.2 How to submit a referral

A referral is submitted through the Cadents Partner Community or by email to the partner's designated Cadents channel contact. A referral submission captures:

- Partner name and Partner contact.
- Prospect legal name, primary location, and the prospect contact being introduced.
- A brief description of the prospect's likely interest and the partner's relationship to the prospect.

A referral submission is lighter than a Deal Registration. It does not require a contract-value estimate, a close date, or an ideal-customer-profile assessment, because Cadents, not the partner, runs the sales process after a referral is accepted.

6.3 Cadents acknowledgment

Cadents will acknowledge a referral submission in writing, ordinarily within five (5) business days, confirming whether the referral is accepted. Cadents may decline a referral if it is already engaged with the prospect, if another partner has already registered or referred the prospect, or if the prospect does not fit Cadents' product and sales strategy. A referral fee is earned only on referrals Cadents accepts in writing and that then close within the twelve-month window.

6.4 Reseller election to refer

A partner operating under Reseller Margin (A-1) or Reseller Commission (A-2) may, at its sole discretion and on a per-prospect basis, elect to refer a prospect to Cadents under the Referral Model instead of pursuing the direct sale. The partner makes this election by submitting the prospect through the referral process in this Section 6 rather than through Deal Registration. Once Cadents accepts the prospect as a

referral, the engagement is governed exclusively by Exhibit A-5, and the partner earns the referral fee rather than reseller margin or commission. This gives a Reseller partner a clean, lower-effort path for opportunities it does not wish to carry through its own sales motion.

7. Forecasting and Pipeline Reporting

Accurate forecasting lets Cadents support partners effectively, plan capacity, and manage supply and renewals. This section applies to partners under the Reseller Margin (A-1), Reseller Commission (A-2), and Co-Sell (A-3) Models. Referral partners (A-5) do not forecast, because Cadents owns the sales process after a referral is accepted. Services-Led (A-4) forecasting expectations are addressed in Section 13.4.

7.1 Reporting cadence

- Partners provide forecast, opportunity, and pipeline data to their Channel Manager on a bi-weekly basis.
- A full forecast must be provided five (5) business days before the start of each calendar quarter.
- The forecast is updated every two weeks during the first two months of the quarter, and every week during the final month of the quarter.

7.2 What the forecast contains

Each forecast submission includes, at a minimum, for every open opportunity:

Field	Description
Account name	The End User legal name.
Stage	The current sales stage of the opportunity.
Deal amount	Total contract value.
Currency	The transaction currency.
Term	The subscription term being proposed.
Planned close date	The partner's best estimate of the close date.
Forecast category	Commit, Stretch, or Pipeline.
Next step / blockers	The next action and any obstacles to closing.

The forecast fields align with the structure Cadents maintains in its CRM. The Channel Manager can provide a current reporting template.

8. Training, Certification, and Onboarding

Partners are a core part of how CadentsIQ reaches customers, and customers experience the platform through partner sales, implementation, and operations. Training and certification keep that experience consistent and credible. This section sets out the onboarding partners complete when they join the program and the certification tracks that apply to each Engagement Model.

8.1 Onboarding

On joining the program, a partner completes Cadents-provided onboarding appropriate to its Engagement Model(s). Onboarding is led by the partner’s Channel Manager and is expected to be completed within forty-five (45) days of execution of the Agreement, in parallel with the development of the first Business Plan. Onboarding covers the CadentsIQ value proposition and positioning, the partner program mechanics in this Guide, the Deal Registration or referral process applicable to the partner, access to Cadents partner-facing materials, and an introduction to the platform itself.

8.2 Certification tracks

Cadents is establishing formal certification tracks for partners. The tracks below define the target structure. Cadents will publish each track’s availability through the Cadents Partner Community. Until a track is generally available, the corresponding requirement in this Guide is satisfied by completing the Cadents-led enablement that the Channel Manager provides, and a partner is not in breach of the Agreement for lacking a certification that Cadents has not yet made available.

Certification	Who it is for	Covers	Validity
Sales Certified	Reseller and Co-Sell sales staff	CadentsIQ positioning, ideal customer profile, qualification, and outcome-based selling.	12 months
Technical Pre-Sales Certified	Reseller and Co-Sell solution consultants	Platform architecture, demonstration delivery, technical objection handling, and scoping.	12 months
Implementation Engineer Certified	SI implementation staff (A-4 SI)	Deployment, configuration, integration, and the Cadents implementation methodology.	12 months
Operations Certified	MSP/MSSP operations staff (A-4 MSP)	Multi-tenant operation, ongoing risk	12 months

Certification	Who it is for	Covers	Validity
		monitoring, and managed-service delivery on CadentsIQ.	

8.3 Certification requirements by Engagement Model

Once the relevant tracks are generally available, partners are expected to maintain the following minimum certifications:

- **Reseller Margin (A-1) and Reseller Commission (A-2):** at least one Sales Certified individual and one Technical Pre-Sales Certified individual.
- **Co-Sell (A-3):** at least one Technical Pre-Sales Certified individual.
- **Services-Led (A-4), SI sub-type:** at least one Implementation Engineer Certified individual.
- **Services-Led (A-4), MSP/MSSP sub-type:** at least one Operations Certified individual.
- **Referral (A-5):** no certification required.

Higher Partner Tiers may carry higher certification expectations, as set out in the Partner Tier Schedule in Section 15. Certification delivery includes online courses, virtual and in-person training, and certification assessments, accessed through the Cadents Partner Community.

8.4 The Cadents Partner Community

The Cadents Partner Community is the partner-facing portal for training, certification, partner-facing materials, the Deal Registration and referral forms, and program documentation. Where the Community is not yet available to a partner, the partner’s Channel Manager provides the equivalent materials and access directly, and references in this Guide to the Community are satisfied by that direct provision in the interim.

9. Marketing, Demand Generation, and Brand Use

Partners are expected to actively promote the CadentsIQ products and solutions they are authorized to sell. This section sets out marketing expectations, the brand and trademark rules, and the approval workflow for partner marketing materials. Marketing Development Funds, which can support eligible marketing activity, are governed separately by the MDF Schedule in Section 14.

9.1 Demand generation expectations

These expectations apply to Reseller (A-1, A-2) partners. Co-Sell (A-3) and Services-Led (A-4) partners are encouraged but not required to run their own demand-generation programs, and Referral (A-5) partners have no marketing-event obligation.

- Reseller partners promote CadentsIQ through online and in-person demand generation: campaigns, seminars, workshops, and trade-show participation.
- Reseller partners are expected to run at least one marketing event per quarter. Events may include customer conferences, in-person seminars, lunch-and-learns, industry presentations, and webinars.
- Partners coordinate with the Cadents marketing team to make use of Cadents resources and expertise.
- Partners notify Cadents of marketing events. Cadents personnel may attend any such event, with or without notice to the partner, at no event-attendance cost to Cadents.

Thought leadership webinar

Beyond general demand-generation activity, Reseller (A-1, A-2) partners are expected to deliver at least one thought-leadership webinar per calendar year, jointly with Cadents. The webinar should:

- Be anchored to a specific customer outcome, a specific industry vertical, or a specific joint customer story, rather than being a generic product overview.
- Carry joint Cadents and partner branding and presenters, coordinated with the Cadents marketing team.
- Be planned in advance and reflected in the partner's annual Business Plan and marketing calendar.

Higher Partner Tiers may carry an increased thought-leadership commitment, for example two or three webinars per year, as set out in the Partner Tier Schedule in Section 15 once the Tier program is activated.

9.2 Brand and trademark use

A partner's right to use the Cadents Marks is granted in the Agreement (Section 2(c)) and the applicable Engagement Exhibit, and is described in Exhibit B. All use of the Cadents Marks must follow Cadents' trademark usage guidelines:

- Use the Cadents Marks only in the form Cadents provides, without modification, distortion, recoloring, or alteration of proportions.
- Maintain minimum clear space around the Cadents Marks and adequate contrast against the background.
- Do not combine the Cadents Marks with the partner’s marks in a way that creates a single combined mark, and do not incorporate the Cadents Marks into the partner’s corporate name, trade name, or domain name.
- Use the Cadents Marks only to promote the CadentsIQ products and solutions the partner is authorized to sell, and not in connection with any other product or service.
- Include attribution acknowledging that the Cadents Marks are owned by Cadents Inc.
- Use the “Cadents-Certified” badge, and any Partner Tier badge, only while the corresponding certification or tier is current and in good standing.

Cadents maintains a Cadents Brand Guidelines document with detailed specifications for logo use, color, and typography. The current Brand Guidelines are available through the Cadents Partner Community or from the Cadents marketing team. Where the Brand Guidelines and this Section 9.2 differ in detail, the Brand Guidelines control for questions of visual specification.

9.3 Marketing approval workflow

Before publicly using any marketing material that bears the Cadents Marks or makes claims about CadentsIQ, a partner submits the material to Cadents for review and written approval, consistent with Section 4(a)(iii) of the Agreement and Exhibit B.

- **Where to submit:** to the Cadents marketing team at the address Cadents designates, or through the Cadents Partner Community.
- **Turnaround:** Cadents will review and respond within five (5) business days. If Cadents does not respond within that window, the partner may follow up with its Channel Manager; the partner should not treat silence as approval.
- **What needs approval:** any externally facing material that bears the Cadents Marks or makes a product claim about CadentsIQ, including campaign assets, event collateral, web pages, advertising, and social content.
- **What is pre-approved:** use of the Cadents Marks on the partner’s website and standard partner-status materials, provided the use follows the trademark usage guidelines in Section 9.2 and the Brand Guidelines, and provided the material makes no product claim beyond Cadents’ published positioning.

9.4 Customer references and case studies

Customer references and case studies are valuable to both Cadents and its partners, and they require care because they involve a customer's name and information. Consistent with Section 19(b) of the Agreement:

- Any case study or customer reference involving a CadentsIQ End User requires the End User's prior written approval before publication.
- The partner works with the Cadents marketing team, which provides a case-study template and supports the drafting and approval process.
- A published case study ordinarily carries joint Cadents and partner attribution.
- A partner may not publicly identify a CadentsIQ End User as a customer without that End User's approval, even outside a formal case study.

10. Product Demonstrations

Product demonstrations are a core tool for customer acquisition, enablement, and renewal. This section applies to partners who demonstrate CadentsIQ to prospects, principally Reseller (A-1, A-2) and Co-Sell (A-3) partners, and SI (A-4) partners who demonstrate the platform as part of a services engagement.

- Cadents provides demonstration software licenses to partners authorized to demonstrate CadentsIQ.
- Partners are expected to maintain current Cadents demonstration environments and to be proficient in demonstrating the CadentsIQ products and solutions they are authorized to sell.
- Partners regularly validate that their demonstration environments are ready for professional customer presentations.
- A partner's solution consultants are expected to prepare, maintain, and support the partner's salespeople in customer demonstrations.
- Demonstration licenses are provided for demonstration and enablement only, and are subject to the use restrictions in Section 2 of the Agreement and the End User Access Terms.

11. Cadents Support to Partners

This section sets out Cadents’ response commitments to partners, the support tiers, and the escalation paths. It addresses Cadents’ support of its partners. Cadents’ support of End Users is governed by the Cadents Service Level Agreement (the SLA). The two are different: a partner’s customers receive support under the SLA, while the partner itself receives the channel support described here.

11.1 Cadents response commitments to partners

Cadents commits to the following target response times for partner-facing requests. These are response targets, not resolution times, and they run during Cadents’ normal business hours.

Request type	Target response	Channel
Sales question (positioning, qualification, competitive)	1 business day	Channel Manager
Technical pre-sales question (architecture, scoping, demo)	2 business days	Channel Manager, routed to pre-sales
Pricing or discount-exception request	3 business days	Channel Manager, routed to Cadents finance
Deal Registration decision	5 business days	Channel Manager (see Section 5)
Marketing material approval	5 business days	Cadents marketing team (see Section 9.3)
MDF request decision	10 business days	Channel Manager, routed for CMO and COO approval (see Section 14)

11.2 Support tiers

CadentsIQ support is organized into three tiers:

- **Level 1 Support:** initial contact, incident logging, basic diagnostics, help-desk resolution, and routing of support requests.
- **Level 2 Support:** configuration assistance, deployment troubleshooting, environment-specific guidance, integration support, and analysis of unresolved Level 1 issues.
- **Level 3 Support:** identification and resolution of core product defects and functional deficiencies within the CadentsIQ platform. Level 3 is always provided by Cadents.

11.3 Who provides support, by Engagement Model

Support responsibility differs by Engagement Model:

- **Reseller Margin (A-1):** the partner provides Level 1 and Level 2 Support to its End Users and escalates unresolved issues to Cadents for Level 3. The partner maintains the support certifications Cadents requires.

- **Reseller Commission (A-2):** Cadents provides all support tiers to End Users. The partner has no support obligation. Where an End User contacts the partner first, the partner routes the request to Cadents.
- **Co-Sell (A-3):** Cadents provides all support tiers to End Users.
- **Services-Led (A-4):** Cadents provides all support tiers to End Users. The SI partner cooperates with Cadents at no charge on support issues related to the SI's implementation work, as described in Section 13.4.
- **Referral (A-5):** Cadents provides all support. The Referral partner has no support role.

11.4 Escalation

Where a partner provides Level 1 and Level 2 Support (A-1), the partner escalates unresolved issues to Cadents for Level 3 through Cadents' then-current escalation procedures in the SLA. A partner that is dissatisfied with the handling of any channel request may escalate to the Channel Manager's manager, and from there to the Cadents Chief Operating Officer. Cadents aims to resolve escalations promptly and in good faith.

12. Termination and Transition

When the Agreement or an Engagement Exhibit ends, an orderly transition protects the End Users involved and gives both parties a clean separation. This section sets out the transition procedures referenced in Section 16(e) of the Agreement. It applies on expiration or termination of the Agreement, or of any individual Engagement Exhibit.

12.1 In-flight Registered Opportunities

On termination, Deal Registrations that are still within their protection period are handled as follows: Cadents will, in good faith and with a focus on the End User's interests, decide whether to allow the partner to complete a near-closing opportunity or to take the opportunity over. An opportunity that is substantially complete at the date of termination notice is ordinarily allowed to close with the partner.

12.2 In-flight Sales Orders

A Sales Order that Cadents has accepted before termination is honored according to its terms. A Sales Order that has been submitted but not yet accepted at the date of termination is addressed by Cadents in good faith, ordinarily by either accepting it (if the transaction is otherwise ready) or returning it to the partner with an explanation.

12.3 Partner of Record and renewals

On termination, Partner of Record designations transition to Cadents. End User accounts move to Cadents for renewal management, consistent with the automatic-transition provisions in Exhibits A-1 and A-2. Cadents will use commercially reasonable efforts to maintain continuity of service to affected End Users, including by honoring each End User's then-current subscription term.

12.4 In-flight MDF

On termination, MDF activity is reconciled: Cadents reimburses approved MDF expenditures the partner has already incurred and properly documented, in accordance with the MDF Schedule. MDF that has accrued but is not committed to an approved activity is forfeited on termination and is not paid out.

12.5 Trademark use and materials on termination

On termination, the partner ceases use of the Cadents Marks and removes them from its website and materials within thirty (30) days, except as needed for the partner's continuing support obligations to existing End Users. The partner returns or destroys Cadents partner-facing materials in accordance with Section 9 of the Agreement (Confidentiality).

12.6 Transition plan

For a partner with a material installed base, Cadents and the partner may agree a written transition plan that supplements this section, addressing customer communication, support continuity, and timing. A transition plan supplements but does not override the Agreement.

13. Engagement Model-Specific Provisions

This section collects operational provisions that are specific to individual Engagement Models. Where a topic is fully covered in the common sections above, it is not repeated here. Where this section and a common section both address a topic, both apply, and this section governs the Model-specific detail.

13.1 Reseller Margin (A-1)

The Reseller Margin partner buys CadentsIQ subscriptions from Cadents at a discount off List Price and resells to End Users under the partner's own contract. Operational notes specific to A-1:

- **Pricing and List Price.** Margin is calculated against Cadents' then-current List Price. The partner accesses the current List Price through the Cadents Partner Community or from its Channel Manager. Cadents may update List Price from time to time; material changes are communicated to partners.
- **Sales Order submission.** The partner must submit each Sales Order to Cadents within one (1) business day of having its corresponding agreement or order with the End User fully executed. Submission is made through the Cadents Partner Community or by email to the Channel Manager. The Sales Order identifies the End User, the products and quantities, the subscription term, the End User price, and the discount off List.
- **Sales Order acceptance.** Cadents validates the margin band and the Access Terms flow-down at acceptance, and responds within three (3) business days. No Sales Order is binding until Cadents accepts it.
- **Access Terms flow-down.** Because the A-1 partner contracts directly with the End User, the partner ensures each End User is bound by the CadentsIQ End User Access Terms, following the five-element flow-down in Section 4(b) of the Agreement.
- **Support.** The A-1 partner provides Level 1 and Level 2 Support to its End Users and escalates to Cadents for Level 3, as set out in Section 11.
- **MDF and Partner Tier.** A-1 engagements are MDF-eligible (Section 14) and participate in the Partner Tier program (Section 15).

13.2 Reseller Commission (A-2)

The Reseller Commission partner leads the sale, but Cadents contracts with the End User, invoices, collects, and provides all support. Operational notes specific to A-2:

- **Pricing and List Price.** Commission is calculated against Cadents' then-current List Price, accessed as described for A-1.
- **Sales Order acceptance.** The partner submits the Sales Order to Cadents for acceptance. Cadents validates the commission band at acceptance and responds within three (3) business days. No Sales Order is binding until Cadents accepts it.

- **Support.** Cadents provides all support tiers to End Users under A-2. The partner has no support obligation. Where an End User contacts the partner first, the partner routes the request to Cadents' support channels.
- **Renewals.** The partner has primary responsibility for renewal activity on accounts it originated. Cadents may elect to handle a renewal directly; in that case no commission is owed unless the documented-issues conditions in Exhibit A-2 are met. Partners should keep their Channel Manager informed of renewal status well ahead of each renewal date.
- **MDF and Partner Tier.** A-2 engagements are MDF-eligible (Section 14) and participate in the Partner Tier program (Section 15).

13.3 Co-Sell (A-3)

The Co-Sell partner works an opportunity jointly with Cadents, contributing effort above and beyond a normal selling motion. Operational notes specific to A-3:

- **Qualification.** A co-sell engagement is qualified by a Deal Registration, by genuine above-and-beyond joint selling activity, and by written confirmation from the Cadents salesperson on the opportunity. All three are needed for co-sell compensation to apply.
- **Support and contracting.** Cadents contracts with the End User, invoices, collects, and provides all support tiers.
- **MDF and Partner Tier.** A-3 engagements are MDF-eligible (Section 14) and participate in the Partner Tier program (Section 15).

13.4 Services-Led (A-4)

The Services-Led Model has two sub-types with materially different operations: System Integrator (SI) and Managed Service Provider or Managed Security Service Provider (MSP/MSSP).

SI sub-type

- **Role.** The SI implements CadentsIQ for End Users. The End User licenses CadentsIQ from Cadents directly; the SI implements on the End User's environment under the End User's license. The SI is paid by the End User or the referring partner under separate contracts, not by Cadents.
- **Methodology and quality.** The SI follows the Cadents implementation methodology, best practices, and quality standards published in the Cadents Partner Community, and the SI's implementation work product conforms to the published CadentsIQ Specifications.
- **Cooperation with Cadents.** Where Cadents receives an End User support request that is, or may be, related to the SI's implementation work, the SI cooperates with Cadents at no charge to investigate and resolve it. In practice this means responding to Cadents' inquiries within a commercially reasonable time, providing relevant implementation documentation, and joining troubleshooting sessions as needed.

- **Certification.** The SI maintains at least one Implementation Engineer Certified individual once that track is generally available.

MSP/MSSP sub-type

- **Role.** The MSP/MSSP is a direct Cadents customer. It subscribes to CadentsIQ and uses the platform to deliver managed services to its own Managed Customers, under the embedded-use rights in Exhibit A-4.
- **Pricing.** The default commercial model is a per-Managed-Customer subscription. Volume or tier-based pricing, billing cadence, and capacity definitions are set out in the partner's Sales Order with Cadents, with reference to any volume or tier pricing Cadents publishes. Cadents may update published volume or tier pricing on thirty (30) days' notice.
- **Multi-tenant operational guidelines.** An MSP/MSSP that serves multiple Managed Customers within its CadentsIQ environment maintains logical separation between Managed Customers, applies appropriate access controls so that each Managed Customer's data is visible only to authorized personnel, cooperates with Cadents audits of Managed Customer counts and multi-tenant practice, and observes data-residency considerations applicable to its Managed Customers.
- **Certification.** The MSP/MSSP maintains at least one Operations Certified individual once that track is generally available.

Common to A-4

- **Forecasting.** An SI partner is not required to provide the bi-weekly sales forecast in Section 7, because the SI does not run a CadentsIQ sales pipeline. An MSP/MSSP partner provides Cadents with a periodic view of Managed Customer growth at a cadence agreed with its Channel Manager.
- **MDF.** A-4 engagements are not MDF-eligible.
- **Partner Tier.** A-4 engagements participate in the Partner Tier program (Section 15).

13.5 Referral (A-5)

The Referral partner introduces prospects to Cadents and earns a referral fee on Year 1 revenue. Operational notes specific to A-5:

- **Submission.** Referrals are submitted through the referral process in Section 6, not through Deal Registration.
- **No operational obligations.** Referral partners do not forecast, do not maintain certifications, do not provide support, and have no marketing-event obligation.
- **MDF and Partner Tier.** A-5 engagements are not MDF-eligible and do not participate in the Partner Tier program.

13.6 Custom Engagement Schedules (A-X)

Where a partner operates under a Custom Engagement Schedule (Exhibit A-X), the operational requirements that apply are those stated in the Custom Engagement Schedule itself, supplemented by the common sections of this Guide to the extent the Schedule does not state otherwise. MDF eligibility and Partner Tier participation under a Custom Engagement Schedule are determined per the Schedule.

14. Marketing Development Funds (MDF) Schedule

This MDF Schedule operationalizes the Marketing Development Funds framework in Section 7 of the Agreement. It sets the accrual rate, eligibility, request and approval process, allowable and excluded uses, proof-of-performance requirements, and reporting. MDF is discretionary: accrual creates a notional balance, but every disbursement requires Cadents' approval, and MDF is not a contractual entitlement.

14.1 Eligibility

MDF is available under the Reseller Margin (A-1), Reseller Commission (A-2), and Co-Sell (A-3) Models. MDF is not available under Services-Led (A-4) or Referral (A-5). MDF eligibility under a Custom Engagement Schedule (A-X) is determined by that Schedule.

To draw on MDF, a partner must additionally:

- Be in good standing under the Agreement.
- Have at least one Sales Certified individual on staff, once that track is generally available.
- Maintain at least three (3) active Registered Opportunities, or have booked at least US\$100,000 in cumulative CadentsIQ contract value.

14.2 Accrual rate

MDF accrues as a percentage of revenue Cadents has actually collected (not merely booked or invoiced) from the partner's eligible engagements. The base accrual rate is one and one-half percent (1.5%). Partner Tier may increase the effective accrual rate, as set out in the Partner Tier Schedule in Section 15:

Partner Tier	MDF accrual rate	Applied to
Bronze	1.5%	Collected revenue from eligible A-1, A-2, and A-3 engagements
Silver	1.5%	Collected revenue from eligible A-1, A-2, and A-3 engagements
Gold	2.0%	Collected revenue from eligible A-1, A-2, and A-3 engagements

Cadents may adjust the accrual rate, and the Tier uplift, on thirty (30) days' notice in accordance with Section 7 of the Agreement. While the Partner Tier program remains in its conceptual phase as described in Section 15, all partners accrue MDF at the Bronze rate of one and one-half percent (1.5%).

14.3 How MDF accrues and expires

- MDF accrues quarterly, based on revenue Cadents collected during the calendar quarter from the partner's eligible engagements.

- Accrued MDF is tracked as a notional balance. It is not cash, and it is not paid out except as reimbursement of approved, completed, and documented activity.
- Accrued MDF expires twelve (12) months after the end of the quarter in which it accrued, if it has not been committed to an approved activity by then.
- On termination of the Agreement, uncommitted accrued MDF is forfeited, and approved-but-incomplete activity is handled per Section 12.4.

14.4 Requesting MDF

MDF is requested before the activity takes place. A partner submits an MDF request to its Channel Manager, using the Cadents MDF request form, which captures:

- A description of the proposed activity and how it supports CadentsIQ demand generation.
- The requested MDF amount and a budget breakdown.
- The timing of the activity.
- The expected outcome, including any pipeline or lead targets.
- Any supporting detail, such as a venue, an agenda, or a campaign plan.

14.5 Approval

Each MDF request requires the joint written approval of Cadents' Chief Marketing Officer and Chief Operating Officer, or their designees, in accordance with Section 7(c) of the Agreement. Cadents will return a decision within ten (10) business days of receiving a complete request. Approval will not be unreasonably withheld, but it remains discretionary, and a partner should not commit funds to an activity, or rely on MDF reimbursement, until it has written approval.

14.6 Allowable uses

Subject to approval, MDF may be used for:

- Joint webinars and joint virtual or in-person events.
- Co-branded content development, such as solution briefs, whitepapers, and campaign assets.
- Third-party event or trade-show sponsorship where Cadents has a co-presence.
- Customer-facing collateral creation for CadentsIQ.
- Digital demand-generation campaigns promoting CadentsIQ.
- Training programs that build the partner's CadentsIQ selling or technical capability, where pre-approved.
- Joint market research relevant to the CadentsIQ opportunity.

14.7 Excluded uses

MDF may not be used for, and Cadents will not reimburse:

- Partner overhead, facilities, or general operating costs.
- Partner personnel time, salary, or commissions.
- Sales incentives, spiffs, or rewards paid to the partner’s sales representatives.
- Hardware, equipment, or device purchases.
- Partner internal events, such as a partner sales kickoff.
- Entertainment, hospitality, gifts, or travel unrelated to an approved activity.
- Marketing in which the Cadents brand and CadentsIQ are not prominently featured.
- Any activity not approved by Cadents in writing in advance.

14.8 Proof of performance and reimbursement

MDF is paid as reimbursement after the activity is complete:

- The partner submits proof of performance within sixty (60) days of completing the approved activity. No reimbursement is owed if proof of performance is not submitted within that window.
- Acceptable proof of performance depends on the activity: receipts and invoices for sponsorships and content development, attendance reports for events, campaign metrics and analytics for digital campaigns, and the finished deliverable for content development.
- Cadents reimburses approved amounts within thirty (30) days of receiving acceptable proof of performance.
- Cadents reimburses only the approved amount. Cost overruns above the approved amount are the partner’s responsibility unless Cadents approves the increase in writing before the cost is incurred.

14.9 Recoupment

If a partner accepts MDF and then fails to run the approved activity, fails to provide acceptable proof of performance within the deadline, or misrepresents an MDF request, Cadents may recoup the amount through offset against future amounts payable to the partner or by invoice, and may suspend the partner’s MDF eligibility for up to one (1) year, in accordance with Section 7(f) of the Agreement.

14.10 Reporting

Cadents provides each MDF-eligible partner with a quarterly MDF statement showing the opening balance, MDF accrued during the quarter, MDF committed to approved activities, MDF reimbursed, MDF expiring, and the closing balance. The partner is expected to report activity results back to Cadents as part of proof of performance, including pipeline or leads generated where the activity had a demand-generation goal.

14.11 Tax treatment

Consistent with Section 7(g) of the Agreement, the parties intend that MDF is consideration paid to a customer, treated as a reduction in what the partner pays Cadents rather than as income to the partner. Each party is responsible for its own tax compliance and reporting.

15. Partner Tier Schedule

This Partner Tier Schedule operationalizes the Partner Tier framework in Section 8 of the Agreement. It defines the tiers, the qualification criteria, the benefits, and the classification process. Partner Tier classification is discretionary and is not a contractual entitlement.

Current status. The Partner Tier program described in this Section 15 is conceptual at this time. All Cadents partners are classified at Bronze tier until Cadents activates higher-tier qualification, which Cadents may do at any time in its sole discretion. Until activation, the qualification criteria, tier benefits, and classification process in this Section 15 describe the intended program design and are not in effect. Cadents will communicate activation through partner-facing channels in accordance with Section 17.

15.1 The tiers

The Cadents Partner Program has three tiers at launch. Cadents may add or rename tiers on thirty (30) days' notice.

- **Bronze** is the entry tier. Every partner starts at Bronze unless it qualifies higher at signing. Bronze partners have completed onboarding and are building their CadentsIQ practice.
- **Silver** recognizes an active, certified partner with a track record of CadentsIQ revenue and consistent engagement.
- **Gold** recognizes a strategic, high-performing partner that invests in the CadentsIQ practice, carries strong certification depth, and partners closely with Cadents on marketing and joint selling.

15.2 Applicability

Partner Tiers apply to the Reseller Margin (A-1), Reseller Commission (A-2), Co-Sell (A-3), and Services-Led (A-4) Models. Tiers do not apply to Referral (A-5). For a partner that operates more than one Engagement Model, Cadents assigns a single Partner Tier based on the partner's overall relationship and performance.

15.3 Qualification criteria

Tier qualification is based on the partner's performance over the prior calendar year, assessed against the criteria below. The revenue figures are cumulative CadentsIQ contract value attributable to the partner. Cadents may consider a partner's overall contribution where a partner is close to a threshold.

Criterion	Bronze	Silver	Gold
CadentsIQ contract value (prior year)	Entry tier; no minimum	US\$250,000 or more	US\$1,000,000 or more

Criterion	Bronze	Silver	Gold
Certification depth	Onboarding complete	Minimum certifications for the Engagement Model maintained	Minimum certifications maintained, plus depth across multiple individuals
Customer retention	No specific requirement	Sound renewal performance on the partner’s base	Strong renewal performance on the partner’s base
Joint marketing and selling	No specific requirement	Occasional joint activity	Regular joint activity and an approved annual marketing plan

Revenue thresholds are set for a pre-revenue program and may be revised as the program matures, on thirty (30) days’ notice.

15.4 Tier benefits

Each tier carries the benefits below. Benefits compound: a Gold partner receives the Silver benefits as well.

Benefit	Bronze	Silver	Gold
MDF accrual rate	1.5%	1.5%	2.0%
Margin or Commission uplift	None	None	Eligible for a Tier uplift on qualifying Sales Orders, as Cadents publishes
Deal Registration priority	Standard	Standard	First consideration on unassigned opportunities in the partner’s territory
Channel support	Shared Channel Manager coverage	Named Channel Manager	Named Channel Manager and priority access to pre-sales
Advisory access	None	Roadmap briefings	Roadmap briefings and Partner Advisory Board eligibility
Tier badge	Bronze partner badge	Silver partner badge	Gold partner badge

Where a benefit references something Cadents publishes separately, such as a Tier margin uplift, that published detail controls the specific value. Cadents may adjust benefits on thirty (30) days’ notice.

15.5 Classification process

- **Initial classification at signing.** A new partner is classified at Bronze, unless the partner brings significant existing CadentsIQ-relevant business, referenceable customers, or a strategic relationship that, in Cadents' judgment, justifies an initial classification at Silver. Cadents documents the basis for any above-entry initial classification.
- **Annual reclassification.** Cadents reclassifies partners once per year, in the first quarter, based on the prior calendar year's performance against the Section 15.3 criteria. The Channel Manager and Cadents finance perform the assessment using CRM-recorded revenue, certification records, and retention data.
- **Notice.** Cadents notifies a partner of its tier classification, or any change, within thirty (30) days of the determination, including the effective date and any change in benefits.

15.6 Downgrade

If a partner's performance falls below the threshold for its current tier, Cadents may downgrade the partner. Cadents' ordinary practice is to give the partner a one-quarter cure period to recover the threshold before a downgrade takes effect. Cadents may apply an immediate downgrade where the shortfall is severe or where it accompanies a material breach of the Agreement. A downgrade is communicated with the same thirty (30) days' notice as any other tier change.

15.7 Disputes

A partner that disagrees with its tier classification may request reconsideration in writing within thirty (30) days of the classification notice. The Channel Manager and the Cadents Chief Operating Officer review the request, and the Chief Operating Officer makes the final decision.

16. Pricing and Minimum Advertised Price

This section explains how CadentsIQ pricing works for partners and sets the Minimum Advertised Price policy referenced in the Agreement and in Exhibits A-1 and A-2.

16.1 List Price

Cadents maintains a List Price for CadentsIQ. Reseller margin (A-1) and reseller commission (A-2) are both calculated against the then-current List Price. Partners access the current List Price through the Cadents Partner Community or from their Channel Manager. Cadents may update List Price from time to time and communicates material changes to partners.

16.2 Minimum Advertised Price (MAP)

The Minimum Advertised Price for CadentsIQ is List Price. A partner may not advertise, publicly quote, or publicly promote CadentsIQ at a price below List Price without Cadents' prior written approval.

MAP governs advertising, not the transaction. MAP is a restriction on public price promotion. It is not a floor on the price a partner may negotiate with an End User. A reseller partner still earns margin or commission on discounts off List Price in accordance with the discount ladder in its Engagement Exhibit, and may still negotiate a discounted price with an individual End User in a private quote or proposal. What MAP prohibits is publicly advertising or promoting CadentsIQ at a discounted price, for example on a public web page, in open digital advertising, or in a public price list.

The purpose of a List Price MAP is to protect the perceived value of CadentsIQ and to keep partners from competing against each other, or against Cadents, on public headline price. Competition on a specific deal happens in the private quote, where the discount ladder applies.

16.3 Requesting an exception

A partner that wants to advertise a promotional price below List Price, for example for a time-limited campaign, requests written approval from Cadents in advance. The request goes to the partner's Channel Manager and is decided by the Cadents Chief Operating Officer or Chief Financial Officer. A partner that advertises below List Price without approval is in breach of this Program Guide and may be subject to remediation up to and including the consequences in Section 16 of the Agreement.

16.4 Sales Order pricing validation

For A-1 and A-2 engagements, Cadents validates the discount band on each Sales Order at acceptance, as described in Sections 13.1 and 13.2. A discount that exceeds the deepest defined band in the Engagement Exhibit triggers a renegotiation and requires Cadents' written agreement on the applicable margin or commission before the Sales Order is accepted.

17. Program Revisions

Cadents may revise this Program Guide at any time, in its sole discretion, by providing notice to partners. Notice may be given through the Cadents Partner Community or other partner-facing channels. A revision becomes effective thirty (30) days after notice. A partner’s continued participation in the Cadents Partner Program after a revision’s effective date constitutes the partner’s acceptance of the revised Program Guide.

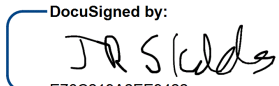
This revision mechanism is the same one stated in Section 4(f) of the Agreement and in Exhibit F. It applies to the whole of this Program Guide, including the MDF Schedule in Section 14 and the Partner Tier Schedule in Section 15. As stated on the title page and in the Agreement, if anything in this Program Guide ever conflicts with the body of the Agreement or an Engagement Exhibit, the Agreement controls.

17.1 Comments, questions, and feedback

Partners are encouraged to send comments, questions, or feedback on this Program Guide to **partners@cadents.com**. Cadents reviews partner feedback as part of its program-revision process, and acknowledges receipt within five (5) business days. Submitting feedback through this channel does not change any party’s rights or obligations under the Agreement; substantive issues that require change of contractual terms are addressed through the procedures in the Agreement.

17.2 Cadents authorization

This version of the Cadents Partner Program Guide is authorized by the Cadents Chief Operating Officer on behalf of Cadents Inc.

<p>CADENTS INC.</p> <p>DocuSigned by:  By: _____ <small>E76C219A2EE0422...</small></p> <p>Name: <u>Jonathan Skelding</u></p> <p>Title: Chief Operating Officer</p> <p>Date: <u>6/1/2026</u></p>	<p>Program Guide reference</p> <p>Version: 2.2</p> <p>Effective: June 1, 2026</p> <p>Owner: Office of the COO, Cadents Inc.</p> <p>Feedback: partners@cadents.com</p>
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18. Glossary

Capitalized terms used in this Program Guide and not defined here have the meaning given in the Master Partner Agreement. The following operational terms are used throughout this Guide:

Term	Meaning
Channel Manager	The Cadents employee assigned as a partner’s primary point of contact for the program.
Engagement Model	The type of partner engagement governed by an Engagement Exhibit: Reseller Margin (A-1), Reseller Commission (A-2), Co-Sell (A-3), Services-Led (A-4), Referral (A-5), or a Custom Engagement Schedule (A-X).
List Price	Cadents’ then-current published price for CadentsIQ, against which reseller margin and commission are calculated.
Managed Customer	An end customer of an MSP/MSSP partner to whom the partner delivers managed services using CadentsIQ.
MAP	Minimum Advertised Price: the price below which a partner may not publicly advertise or promote CadentsIQ without Cadents’ written approval. The MAP is List Price.
MDF	Marketing Development Funds: discretionary funds, governed by Section 14, that can reimburse approved partner demand-generation activity.
Partner of Record	A partner designated by Cadents as the partner attributed to a given End User account for renewals and account stewardship.
Partner Tier	A partner’s classification, Bronze, Silver, or Gold, under the Partner Tier Schedule in Section 15.
Performance Metrics	The specific, measurable commitments recorded in a partner’s approved annual Business Plan.
Registered Opportunity	An End User opportunity a partner has registered and Cadents has approved through Deal Registration.
SLA	The Cadents Service Level Agreement, which governs Cadents’ support of End Users. Distinct from the channel response commitments in Section 11.

19. Version Control

This is version 2.1 of the Cadents Partner Program Guide, dated May 2026. Version 2.0 unified the prior Reseller Partner Program Guide v1.0 into a single Program Guide covering all Engagement Models under the Cadents Master Partner Agreement and added the MDF Schedule and the Partner Tier Schedule. Version 2.1 refines the marketing expectations, clarifies the current status of the Partner Tier program, adds the Annual Business Plan template as Appendix A, and adds a Cadents authorization signature block to Section 17.

Version	Date	Summary of changes
1.0	Earlier 2026	Initial Reseller Partner Program Guide. Reseller-only scope.
2.0	May 2026	Unified Program Guide aligned to Master Partner Agreement v3. Expanded to all five Engagement Models. Added Engagement Model-specific provisions, the MDF Schedule, the Partner Tier Schedule, the Minimum Advertised Price policy, Cadents-to-partner support commitments, termination transition procedures, the marketing approval workflow, and the glossary.
2.1	May 2026	Added thought-leadership webinar expectations to Section 9. Clarified that the Partner Tier program is in its conceptual phase and all partners are currently classified at Bronze. Added requirement in Section 13.1 that A-1 Reseller Margin partners submit each Sales Order within one (1) business day of executing their corresponding End User contract. Added Section 17.1 (comments and feedback contact: partners@cadents.com), Section 17.2 (Cadents authorization signature block), and Appendix A (Annual Business Plan template).

Current version: 2.1, effective May 2026.

Document owner: Cadents Partner Program (Office of the COO).

Appendix A: Annual Business Plan Template

This Appendix is the template referenced in Section 4 of this Program Guide. Partners use this template, in collaboration with their assigned Cadents Channel Manager, to build the annual Business Plan that the Agreement and the Engagement Exhibits make the source of the partner’s Performance Metrics.

Applicability. Every Cadents partner completes a Business Plan, except partners operating only under the Referral Model (A-5). A partner that operates under more than one Engagement Model completes a single combined Business Plan, with the engagement-specific sections in Part 2 of this template filled in for each applicable Model. A partner that operates under Referral and at least one other Model completes the template for the non-Referral activity only.

How to use this template. Sections marked “(complete for each applicable Engagement Model)” are filled in once per Model the partner operates under. Sections marked “(partner-level)” are filled in once for the partner as a whole. The Business Plan is approved by Cadents and reviewed at least quarterly per Section 4.4 of this Program Guide. The first Business Plan is completed within forty-five (45) days of execution of the Agreement; subsequent annual plans are completed by February 1 of each year.

Part 1. Plan header (partner-level)

Partner legal name	
Plan year	
Engagement Models in this plan	<input type="checkbox"/> A-1 Reseller Margin <input type="checkbox"/> A-2 Reseller Commission <input type="checkbox"/> A-3 Co-Sell <input type="checkbox"/> A-4 Services-Led (SI) <input type="checkbox"/> A-4 Services-Led (MSP/MSSP) <input type="checkbox"/> A-X Custom
Partner Tier (current)	<input type="checkbox"/> Bronze <input type="checkbox"/> Silver <input type="checkbox"/> Gold
Partner primary commercial contact	
Partner primary technical contact	
Cadents Channel Manager	
Plan approved by Cadents (date)	

Part 2. Deal creation targets (complete for each applicable Engagement Model)

Partner annual targets for opportunity generation and revenue. Targets are set collaboratively with the Channel Manager and are realistic given the partner’s prior year and capacity. Complete one row per Engagement Model in this plan.

Engagement Model	Registered opportunities (count)	Bookings target (US\$)	Recurring revenue target (US\$)	Target customer segments / verticals
A-1 Reseller Margin				
A-2 Reseller Commission				
A-3 Co-Sell				
A-4 Services-Led (SI)	<i>Implementations completed</i>	<i>Services revenue (partner-billed)</i>	N/A	
A-4 Services-Led (MSP/MSSP)	<i>Managed Customers onboarded</i>			

Lines for Engagement Models the partner does not operate under can be left blank. Reseller targets are normally expressed as bookings and recurring revenue; SI targets as implementations completed and services revenue; MSP targets as Managed Customers onboarded.

Named target accounts (top 5-10)

Specific End User accounts the partner is targeting in the plan year. Adds focus and supports Deal Registration alignment.

#	Account	Engagement Model	Estimated ARR	Target close quarter
1				
2				
3				
4				
5				
6				
7				
8				
9				

#	Account	Engagement Model	Estimated ARR	Target close quarter
10				

Part 3. Training and resource skilling (partner-level)

Certification commitments and resource development for the plan year. Aligned to Section 8 of this Program Guide.

Certification track	Current count	Target count	Target completion	Named individuals (optional)
Sales Certified				
Technical Pre-Sales Certified				
Implementation Engineer Certified (A-4 SI only)				
Operations Certified (A-4 MSP only)				

Certifications track Cadents’ program availability. Where a track is not yet generally available, partners may record their current Cadents-led enablement status here.

Other resource investments

Briefly describe other planned investments in the partner’s CadentsIQ practice, for example dedicated headcount, partner-funded enablement, or solution development:

Part 4. Marketing activities (partner-level, Reseller only)

Marketing plan for the year. Aligned to Section 9 of this Program Guide. Required for A-1 and A-2 partners; encouraged but not required for A-3 and A-4 partners. Not applicable to A-5 referral-only partners.

Activity type	Target count / year	Target quarter(s)	MDF-supported?	Notes (focus, audience, partners)
Thought-leadership webinar (minimum				

Activity type	Target count / year	Target quarter(s)	MDF-supported?	Notes (focus, audience, partners)
1/year per Section 9.1)				
Customer events / seminars / lunch-and-learns				
Trade show / industry event participation				
Digital demand-generation campaigns				
Co-branded content (case studies, briefs, whitepapers)				

MDF budget estimate

Estimated annual MDF draw (subject to Cadents approval, Section 14). This is planning, not entitlement:

Estimated MDF requests (US\$)	
Primary activities the MDF will support	

Part 5. Support and collaboration with Cadents (partner-level)

Operational rhythm with the Cadents Channel Manager and the partner’s plans for joint motions.

Cadence of partner / Channel Manager business reviews	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly
Cadence of forecast updates	<input type="checkbox"/> Bi-weekly (default per Section 7) <input type="checkbox"/> Other: _____
Number of joint customer meetings target	
Joint roadmap / quarterly business review cadence	
Support certification commitments (A-1 only)	

Part 6. Shared KPIs (partner-level)

Select between three (3) and five (5) shared KPIs that Cadents and the partner will jointly track throughout the year. These KPIs are the operational form of the Performance Metrics referenced in the Agreement and in Section 4.3 of this Program Guide. Choose KPIs that are measurable, specific to the partner’s plan, and aligned to the partner’s Engagement Model(s).

Suggested KPI menu

Partners and Channel Managers can choose KPIs from the menu below or define equivalents. Three to five KPIs total.

- **Registered opportunities:** count of Cadents-approved Deal Registrations in the year.
- **Bookings:** total contract value closed in the year, by Engagement Model.
- **Recurring revenue:** annual recurring revenue closed in the year.
- **Customer retention / renewal rate:** percentage of partner-attributed renewals retained.
- **Time-to-close:** average days from Deal Registration approval to Sales Order acceptance.
- **Certified resources maintained:** count of individuals holding current Cadents certifications.
- **Thought-leadership delivery:** number of webinars or thought-leadership events delivered (minimum 1/year per Section 9.1).
- **Joint marketing activity:** count of joint events, campaigns, or content pieces produced.
- **Implementations completed (A-4 SI):** count of CadentsIQ implementations delivered to End Users.
- **Managed Customer growth (A-4 MSP):** net new Managed Customers onboarded onto CadentsIQ.
- **Customer satisfaction (CSAT or NPS):** partner-administered survey results, where available.

Selected KPIs (between 3 and 5)

#	KPI	Measurement source	Annual target	Quarterly milestone
1				
2				
3				
4				
5				

Rows 4 and 5 are optional. Use them only if the partner and Channel Manager agree they add operational value. Fewer, clearer KPIs are typically better than more.

Part 7. Sign-off

Approval of the Business Plan by both the partner and Cadents establishes it as the source of the Performance Metrics for the plan year, in accordance with Section 4 of this Program Guide.

Partner	Cadents Channel Manager
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____