

ZETRON'S COOPERATIVE MARKETING PROGRAM

USAGE GUIDELINES

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Please visit the co-op section of the reseller website at www.zetron.com/resellerlogin for detailed information on each marketing project, promotional item store, Project Form, and postcards.

Note:

To log on to the reseller website, use your six-digit Zetron account number as your user name, and your billing zip code as your password.

INTRODUCTION

The purpose of the Zetron Cooperative Marketing Program is to support Zetron reseller's marketing efforts in order to help drive the sales of Zetron products through resellers. The goals of this program are to:

1. Emphasize Zetron's brand, technology, and reliability.
2. Raise awareness of reseller value-added services.
3. Drive the end-user to the reseller for Zetron solutions.

The objectives of this program include the following:

1. Enable resellers to reach local end users through marketing and communication efforts associated with Zetron products.
2. Increase name recognition of the reseller and Zetron as a combined solution.
3. Assist resellers with their marketing efforts by reimbursing a percentage of the expenses.
4. Present a quality image of Zetron products.
5. Provide a concise and detailed list of Qualified Marketing Activities.

PROGRAM DESCRIPTION

The following guidelines define the principles of the program:

1. The program allocates 3% of your eligible purchases of Zetron, Inc. products into your co-op fund.
2. Reseller must be invoiced for a minimum of \$10,000 per 6-month period before co-op funds will be allocated at the end of that period. This 6-month period is defined as January 1st through June 30th and July 1st through December 31st within the same year.
3. Zetron will send a statement twice each year in January and July showing co-op fund amounts available.
4. These funds are available for use in the 12-month period following allocation. Unused funds expire.

SUBMISSION PROCESS AND REIMBURSEMENT STEPS

1. The reseller must ensure funds are available for reimbursement of any project. Some projects require pre-approval by completing the Project Form (005-1256) upfront. Other projects require completing the Project Form at the time of reimbursement. The Project Form can be downloaded as a PDF file from the reseller section of the Zetron web site www.zetron.com/resellerlogin. Use your six-digit Zetron Reseller account number as your user name, and your bill-to zip code as your password. Project Forms submitted after completion of the project run the risk of not being reimbursed due to funds availability and adherence to the plan rules. See Qualified Marketing Activity table for determining when to submit the Project Form. Resellers may contact the co-op program administrator at coop@zetron.com for their co-op balance at any time. Please make sure to include your account number.
2. When Zetron receives a Project Form, we will reply with "Approved," "Conditionally Approved," or "Denied" if applicable.
3. Once the project has been completed, send Zetron:
 - Project Form if not submitted prior to starting project
 - Proof of the completed project
 - Copies of the associated invoices
 - Proof of payment
 - Marketing sample
4. Zetron will reimburse the allocated percentage of the project costs, up to the maximum percentage listed in the Qualified Marketing Activity table.
5. Zetron sends reimbursement checks monthly. Checks will not be sent until all steps are completed.
6. Reimbursement steps must be complete and material mailed to Zetron prior to funds expiration date.

Marketing Activity/Criteria for Reimbursement	Pre-Approval Requirements	Eligible Expenses	Maximum Reimbursement	Documentation Required
Advertising: <ul style="list-style-type: none"> Approved logo Product illustration Logos must be the same size Feature Zetron Products/Services Circulation within your coverage area only 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Draft/proof approved by Co-op Program Manager prior to production 	<ul style="list-style-type: none"> Layout Design space Production 	<ul style="list-style-type: none"> 80% when only Zetron and reseller are featured 50% if Zetron plus other companies 	<ul style="list-style-type: none"> Agency or publisher's invoice Tearsheet with publication name, date, and location Proof of payment
Booth Space: <ul style="list-style-type: none"> Attend as an exhibitor Display approved banner, banner stand, tradeshow booth or plaque depicting the Zetron Authorized Reseller logo Display and handout Zetron literature Display demo equipment borrowed from Territory Manager, if available Territory Manager must be invited to attend booth Marketing literature available in booth 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Name of tradeshow URL for tradeshow 	<ul style="list-style-type: none"> Rental space only, unless package sponsorship is only option 	<ul style="list-style-type: none"> 50% up to \$2,000 per tradeshow 	<ul style="list-style-type: none"> Tradeshow contract with event description and rates Booth photograph Proof of payment of booth space
Business Cards : <ul style="list-style-type: none"> Business cards for employees with outward-facing job descriptions Approved logo (See Style Guide for logo size requirements) printed on face of business card 	<ul style="list-style-type: none"> Ensure funds are available Draft/proof approved by Co-op Program Manager prior to production 	<ul style="list-style-type: none"> Printing of business cards 	<ul style="list-style-type: none"> \$50.00 per name, per year Maximum up to five names per branch or location 	<ul style="list-style-type: none"> Signed Project Form Sample of printed piece for each name Proof of payment
Direct Mail: <ul style="list-style-type: none"> Postcard options are available on the Zetron Reseller website 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Signed Postcard Order Form sent to EComm. Int'l if using EComm International 	<ul style="list-style-type: none"> See reseller website for cost information using EComm Int'l direct mail postcards 	<ul style="list-style-type: none"> 100% for pre-designed and custom postcards 	<ul style="list-style-type: none"> Signed Project Form Invoice, include postage, printing, and mailhouse services Sample of printed pieces Proof of payment
Marketing Event: <ul style="list-style-type: none"> Written invitation with Zetron logo approved by Co-op Program Manager Territory Manager invited Zetron tabletop display or demo equipment displayed with literature Event signage indicating Zetron sponsorship (draft/proof approved by Co-op Program Manager prior to production) 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Provide number of invitees and organized event schedule 	<ul style="list-style-type: none"> Sponsorship of portion of buffet (i.e., dessert table) Giveaways (see Promotional Items) Hall/meeting room rental 	<ul style="list-style-type: none"> 50% per event when Zetron only is featured Maximum of \$2,000 	<ul style="list-style-type: none"> Invitation sample and schedule attendees List photos of event, including Zetron displays Food invoices
Printing: <ul style="list-style-type: none"> Approved logo (all company logos same size) Product illustration Feature Zetron products/services 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Draft/proof approved by Co-op Program Manager prior to production 	<ul style="list-style-type: none"> Layout/Design Printing Standard shipping - No rush charges without prior approval 	<ul style="list-style-type: none"> 80% when only Zetron and reseller are featured 50% if Zetron plus other companies 	<ul style="list-style-type: none"> Invoice Sample of printed piece Proof of payment
Promotional Items: <ul style="list-style-type: none"> Approved logo Item approval (not needed if ordering through Genesis Branding) 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Proof sent to Co-op Program Manager prior to production (not needed if ordering through Genesis Branding) 		<ul style="list-style-type: none"> 80% 	<ul style="list-style-type: none"> Invoice (not needed if ordering through Genesis Branding) Sample of printed piece & picture of item (not needed if ordering through Genesis Branding) Proof of payment if invoice does not reflect a \$0 balance (not needed if ordering through Genesis Branding)
Signage:	<ul style="list-style-type: none"> Ensure funds are available Draft/proof approved Co-op Program Manager prior to production 	<ul style="list-style-type: none"> Production Standard shipping 	<ul style="list-style-type: none"> 100% for all Zetron logo signage Custom signage will be covered at 80% 	<ul style="list-style-type: none"> Signed Project Form Invoice or proof of payment if invoice does not reflect a \$0 balance (not needed if ordering through Genesis Branding) Sample of printed piece & picture of item (not needed if ordering through Genesis Branding)
Travel Expenses: <ul style="list-style-type: none"> Complete Zetron factory training or Zetron University. 	<ul style="list-style-type: none"> Ensure funds are available 	<ul style="list-style-type: none"> Portion of lodging for one night prior to, during, and after training Portion of airfare to Seattle, WA or Zetron University location If driving a portion of mileage based on IRS mileage rate 	<ul style="list-style-type: none"> 80% of lodging up to \$100 per night 80% of airfare up to \$500 	<ul style="list-style-type: none"> Project Form stating which training attended Airline receipt w/proof of payment Lodging invoice w/proof of payment or a paid-in-full lodging invoice Map of round trip to and from location of training (to verify mileage)
Uniforms: <ul style="list-style-type: none"> Authorized Reseller Logo must be on all items Logo guidelines must be met 	<ul style="list-style-type: none"> Ensure funds are available Signed Project Form Draft/proof approved by Co-op Program Manager prior to production 		<ul style="list-style-type: none"> 80% 	<ul style="list-style-type: none"> Invoice Sample of printed piece Proof of Payment
Yellow Pages: <ul style="list-style-type: none"> Approved logo Product illustration Feature Zetron products/services Logos must be the same size Listed under "Radio Communication Equipment & Systems" header Circulation within your service area only 	<ul style="list-style-type: none"> Ensure funds are available Draft/proof approved by Co-op Program Manager prior to production 	<ul style="list-style-type: none"> Portion of layout/design space Portion of production costs 	<ul style="list-style-type: none"> 80% 	<ul style="list-style-type: none"> Signed Project Form Copy of Publisher's contract w/reseller publisher's invoice and proof of payment Tearsheet with book name, ad sample, and insertion date range

This document describes the conditions under which this logo may be used. Any use that falls outside these guidelines is strictly prohibited.



PERMISSION TO USE THE ZETRON AUTHORIZED RESELLER LOGO

The Zetron Authorized Reseller logo is generally not available for third-party use unless the third party is specifically licensed or authorized to use it. Permission to use the Zetron Authorized Reseller logo—either in print, multimedia, speciality advertising, or on a Web site—requires the express written permission of Zetron.

To get permission to use the Zetron Authorized Reseller logo and to obtain the official Zetron Authorized Reseller logo artwork, e-mail **brand@zetron.com**. We typically grant permission to use the Zetron Authorized Reseller logo only to those companies with whom we have a direct business relationship.

Zetron reserves the right to terminate or modify permission to display the Zetron Authorized Reseller logo. Our company may request that third parties modify or delete any use of the Zetron Authorized Reseller logo that, in Zetron's sole judgment, does not comply with the guidelines for its use or might impair Zetron's rights where the Zetron Authorized Reseller logo is concerned. Zetron further reserves the right to object to unfair uses or misuses of its trademarks or other violations.

A company may refer to the compatibility of its product or service with our products if it is currently licensed or authorized to do so by including an appropriate "tagline." For example, a company may say "for use with," "compatible with," or "for" the Zetron product.

On all such materials, a third-party company name must appear more prominently than the Zetron product name, and the Zetron Authorized Reseller logo should be visually distinguished from the third-party product name.

Without waiving any of its rights, Zetron does not advise others on the scope of its intellectual property rights or review specific requests for guidance pertaining to the use of its trademarks or product names. Therefore, Zetron will not respond to requests to review such matters, including proposed names or titles, product packaging, advertising, domain names, marketing materials or other collateral materials. If your request falls outside the scope of Zetron's guidelines, please consult your legal counsel.

PROHIBITED USES OF THE ZETRON AUTHORIZED RESELLER LOGO

The Zetron Authorized Reseller logo may not be imitated or used as a design feature in any manner.

Neither the Zetron Authorized Reseller logo nor the Zetron name may be used in any other company name, product name, service name, domain name, website title, or publication title.

The Zetron Authorized Reseller logo must never appear with any other symbol or icon (except the registered trademark symbol); contained within a box, circle, or other shape; or combined with any other name, logo, or icon to create a co-branded logo without written permission from Zetron.

The Zetron Authorized Reseller logo may not be displayed as a primary or prominent feature on any non-Zetron materials. Companies using the Zetron Authorized Reseller logo pursuant to these guidelines must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.

The Zetron Authorized Reseller logo must never be used to represent the word "Zetron" in text, including in a headline, product-name logotype, or body copy.

Third parties may not create clothing or other promotional items bearing the Zetron Authorized Reseller logo or other Zetron logos without permission or authorization, as specified in these guidelines.

The Zetron Authorized Reseller logo may not be used without written permission in any manner that may imply that any non-Zetron material, including but not limited to goods, services, websites, or publications that are sponsored, endorsed, licensed by or affiliated with Zetron.

The Zetron Authorized Reseller logo may not be used in a manner that would disparage or minimize Zetron, Inc. or its products or services.

LINKS ON THE WEB

Zetron does not provide specific permission to third parties that want to place a link from their website to a Zetron Web page. However, Zetron does not generally object to such links if the reseller refers to the Zetron company name or product names in a plain text font and format, and uses appropriate wording, such as, "This way to Zetron.com" or "Click here for more information about Zetron, Inc."

HOW TO USE THE ZETRON AUTHORIZED RESELLER LOGO

The Zetron Authorized Reseller Logo must be used as provided by Zetron, Inc. with no changes, including but not limited to the color, proportion, design, the removal of any artwork; or the removal of trademark symbols. The Zetron Authorized Reseller logo may not be animated, morphed, or otherwise distorted in perspective or appearance. The Zetron Authorized Reseller should not use the Zetron Authorized Reseller logo unless the reseller is using the approved Zetron Authorized Reseller logo, is certain it is being used correctly, and is authorized to do so.

The Zetron Authorized Reseller logo may appear only in Pantone® 287, black, or reversed out to white. The logo may never be screened back, built out of four-color process screens, or broken into multiple colors. The background field between the Zetron name and the frame must be opaque.

To properly stage the Zetron Authorized Reseller logo, a minimum clearance (x) between the logo and other elements must be maintained. The Zetron Authorized Reseller logo and other elements must be maintained. The Zetron Authorized Reseller logo must only appear horizontally.

The Zetron Authorized Reseller logo must always be accompanied by the registered trademark symbol (®), positioned on the lower right-hand corner. If the reseller is simply referring to the words, "Zetron, Inc." no trademark symbol or logotype is required; nor is the Zetron Authorized Reseller logo necessary. If the reseller is referring to Zetron products, the registered trademark symbol may appear either at the upper right or at the baseline of the word "Zetron," but the Zetron Authorized Reseller logo or logotype should not be used.

Consistent logo usage is essential for creating and maintaining logo integrity.

To maintain the logo's integrity, use an original electronic file supplied by Zetron.

Registration Mark (fig.1 & 2):

The Zetron Authorized Reseller logo must always be accompanied by the registered trademark symbol ([®]), positioned on the lower right-hand corner of the Zetron logo. The base and right edge of the 'R' should align with the base and right edge of the Zetron logo.

Clear Space (fig.3):

The Zetron Authorized Reseller logo should always be surrounded by a clear space of at least X, where X equals the height of the 'Z' in Zetron (as a square). This is the minimum distance to place any other graphic element to ensure readability of the Zetron logo.

Minimum Size (fig.4):

The smallest allowable size for the Zetron Authorized Reseller logo is shown in fig. 4. See note.

(fig. 1)



(fig. 2)



(fig. 3)



(fig. 4)

ZETRON
AUTHORIZED RESELLER

.75" x .2096"
(19.05mm x 5.32384mm)

Note: This minimum size refers to **offset printing only**. For other production methods such as embroidery or web, the logo must be easily readable. Contact brand@zetron.com for logo size approval using other production methods.

The Zetron Authorized Reseller logo can be used as follows:

1: Blue Logo/Black Registration Mark and Type

The primary logo style is two color. The logo prints PMS 287. The registration mark and Authorized Reseller type prints black. (fig.1)

2: One Color (Black or White)

When printing in only one color, all white or all black may be used. (fig.2)

Logo on Image:

When using the Zetron Authorized Reseller logo over an image, the image area must not be busy or conflict with the readability of the Zetron logo. (fig.3)

1. Preferred Usage

(fig. 1)



2. One Color

(fig. 2)



One Color = Black



One Color = White

Logo on Image

(fig. 3)



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Please contact the Co-op Program Manager by e-mail at coop@zetron.com for more information.

We look forward to working with you to make this program successful for you and your customers.

CONDITIONS

Zetron's Cooperative Marketing Program has the following conditions:

1. This program applies only to purchases made for resale by Zetron Authorized Resellers, with a reseller number assigned by Zetron.
2. This program applies to Zetron Authorized Resellers in the US, Canada, and Puerto Rico only. Separate programs may apply for International resellers and distributors.
3. If a reseller proceeds with a project that is outside the guidelines, they risk that expenses incurred may not be reimbursed.
4. If a project changes between the time the project is approved and the time of claim is submitted the co-op percentage may be adjusted, or the claim may be denied.
5. Zetron will only reimburse for marketing projects that prominently feature Zetron's products or name, and comply with all terms and conditions set forth in this plan.
6. Zetron's Authorized Reseller logo is for use on all co-op marketing projects and must comply with the usage guidelines. Any previous version of the reseller logo is not valid. Refer to the Logo Usage Guidelines section of this document for further information.
7. Resellers are responsible for making sure their projects include current logos, graphics, and content, such as product descriptions.
8. Payment is limited to the funds available for the disbursement period. Funds may not be carried over from one disbursement period to the next to access additional funds.
9. Project Forms must be submitted for activities that occur within the disbursement period.
10. Resellers must pay vendors directly and then submit paid invoices to Zetron for reimbursement. Zetron will not pay vendors directly.
11. Reseller must be invoiced for a minimum of \$10,000 per 6-month period before co-op funds will be allocated at the end of that period. This 6-month period is defined as January 1st through June 30th and July 1st through December 31st within the same year.
12. Zetron allocates 3% of eligible purchases of Zetron, Inc. products into your co-op fund. Some examples of ineligible purchases are: Acom systems, demo equipment and services.
13. Funds accrue each month, and expire on 6/30 and 12/31 of the following calendar year.
14. Zetron maintains this fund as an accounting entry.
15. Funds disburse monthly between January 1 and December 31.
16. Fund accruals are based on product ship dates. Therefore, products that ship December 31st accrue in December, and products that ship January 1, accrue in January.
17. Once co-op funds expire, they cannot be reclaimed for past or future co-op expenses.
18. Per the reseller's request, Zetron will group the co-op funds available for a company's branch offices into the reseller's headquarters' co-op account if the company has only one bill-to address with us.
19. Submission of projects for reimbursement constitutes agreement to the program and these conditions.
20. Each reseller is responsible for payment of the projects they submit to vendors. If a reseller's co-op balance is insufficient to cover project costs, they are responsible for any additional balance.
21. Invoices must be paid in full by the reseller, before the claim is eligible for reimbursement. This means all claims must be paid in full before sending them in for reimbursement.
22. Resellers may not delay payment for Zetron products or services while waiting for co-op reimbursement.
23. Zetron reserves the right to evaluate all projects to make sure they are in keeping with our program and are in good taste.
24. Zetron retains all rights in interpreting the rules for this program. Zetron is the final authority in making decisions on the implementation of this program, and the reimbursement of projects.
25. Zetron may cancel this program at any time without notice.
26. Zetron reserves the right to change this plan, including the amount of the accrual at any time without prior notice.
27. Returned products will affect co-op balances.
28. The reseller is responsible to ensure that all marketing activities are in compliance with local and federal laws.
29. Zetron expressly disclaims any liability or responsibility for any marketing by the reseller.
30. Cancellation as a Reseller will automatically void any accrued co-op funds.
31. Zetron reserves the right to refuse payment for any marketing activity that factually misrepresents Zetron in poor taste, or that does not represent the policy or philosophies of Zetron.
32. Any previous versions of this document are voided by this version.