

Netradyne Referral Program Terms & Conditions

PROGRAM AT A GLANCE

$2,000	90 days	60 days	U.S. only
Reward per qualifying referral (USD)	Referral attribution period from submission	Target reward fulfillment after trial verification	Program available in the United States only

01 Program overview

Netradyne, Inc. ("Netradyne") offers the Netradyne Customer Referral Program (the "Program") to reward eligible existing customers who refer new businesses to Netradyne.

Eligible participants may earn a $2,000 referral reward for each qualified referral that begins a qualifying Netradyne product trial, subject to the eligibility requirements and restrictions outlined below.

A referred business does not need to purchase Netradyne products or services for the referrer to earn a reward.

By participating in the Program, participants agree to be bound by these Terms and Conditions (the "Terms"). Participation is voluntary and free of charge. Submission of a referral does not guarantee acceptance, qualification, or a reward. All referrals are subject to verification and approval by Netradyne.

The Program is available only in the United States and is void where prohibited or restricted by law.

02 Eligibility

To participate in the Program, a referrer must:

- Be an individual aged 18 years or older residing in one of the 50 United States or Washington, D.C.
- Be employed by a current, U.S.-based Netradyne customer in good financial standing.
- Have prior written authorization from their employer to participate in the Program and accept any applicable reward, and provide a copy of that authorization to Netradyne upon request.

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Eligibility

- Not be prohibited by applicable law, employer policy, or contractual obligations from participating or receiving rewards.
- Submit accurate and complete referral information through Netradyne's official referral form.
- Obtain permission from the referred individual before sharing their personal or professional contact information, including permission for Netradyne to contact them regarding Netradyne products and services.

The following are not eligible to receive referral rewards:

- Employees or representatives of federal, state, or local government agencies, public schools, public libraries, or other government-affiliated organizations.
- Netradyne employees and individuals directly involved in administering the Program.
- Owners, employees, or representatives of Netradyne's resellers, distributors, or other channel partners, and any individual who is otherwise compensated by Netradyne or a Netradyne partner for referring, selling, or supporting Netradyne products or services, including referrals submitted on behalf of a reseller or its customers.
- Individuals whose participation would create a conflict of interest or violate applicable laws, regulations, or employer policies.

Netradyne reserves the right to verify eligibility and disqualify any participant who fails to meet these requirements. Netradyne has no obligation to verify a participant's employer authorization or compliance with employer policies, and participants are solely responsible for complying with all gift, ethics, procurement, anti-bribery, and conflict-of-interest policies and laws that apply to them or their employer.

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Eligible referred businesses

To qualify, a referred business must:

- Be headquartered in the United States and evaluating Netradyne for U.S.-based operations.
- Not be an existing Netradyne customer.
- Not be associated with an active Netradyne sales opportunity at the time the referral is submitted.
- Not have been previously submitted as a valid referral by another participant.
- Be accepted by Netradyne as a legitimate sales opportunity.
- Begin a qualifying Netradyne product trial within the applicable referral attribution period.
- Not have previously completed a qualifying Netradyne trial or generated a referral reward under the Program.

Businesses already recorded as leads in Netradyne's Customer Relationship Manager (CRM) may still qualify if they are not associated with an active sales opportunity at the time of submission.

A parent company, subsidiary, or affiliated entity of an existing Netradyne customer may qualify only if the referred business is a distinct legal entity, is not itself an existing Netradyne customer, and represents a genuinely new sales opportunity that otherwise meets these Terms. An additional location, division, or business unit of an existing customer operating under the same legal entity does not qualify. Netradyne will review corporate relationships, account records, and sales activity to determine eligibility. A separate legal entity does not, by itself, guarantee eligibility.

Referrals involving businesses headquartered outside the United States or trials intended primarily for operations outside the United States are not eligible.

Netradyne retains final authority to determine whether a referred business meets Program eligibility requirements.

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Referral submission

Referrals must be submitted through the official Netradyne Customer Referral Program form available at **www.netradyne.com/referrals**.

Each submission must include accurate and complete information about the referrer and referred business, including relevant contact information.

Before submitting a referral, the participant must obtain permission from the referred individual to share their information with Netradyne.

Participants may submit an unlimited number of referrals. However, each referral is reviewed individually, and submission does not guarantee acceptance or a reward. Multiple contacts at the same prospective business may be submitted, but they will not constitute separate reward-eligible referred businesses.

Self-referrals are prohibited. Participants may not refer themselves, their own business, another business they own or control, or another contact within their existing organization.

Participants must comply with all applicable laws and the following conduct requirements when making a referral:

- Disclose to the referred business and individual that the participant may receive a reward from Netradyne in connection with the referral.
- Not make any statement, representation, warranty, or promise about Netradyne's products, services, pricing, performance, results, or contract terms, other than as stated in Netradyne's published materials.
- Not offer, promise, or provide anything of value to the referred business or any of its personnel in connection with the referral.
- Not use mass, automated, deceptive, or high-pressure communications, and comply with all applicable anti-spam, telemarketing, and privacy laws, including the CAN-SPAM Act and the Telephone Consumer Protection Act.
- Not hold themselves out as an agent, employee, or representative of Netradyne.

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Referral qualification and verification

All referrals are subject to review through Netradyne's internal systems and CRM records.

Netradyne will evaluate submissions to determine whether:

- The referrer meets Program eligibility requirements.
- The referred business is an existing Netradyne customer.
- The referred business is associated with an active sales opportunity.
- The referred business has previously been submitted through the Program.
- The referred business has previously participated in a qualifying Netradyne trial.
- The submission contains accurate and sufficient information.
- The referral complies with all applicable Program requirements.

For purposes of referral attribution and rewards, different individuals or contacts at the same prospective business are treated as one referred business. If multiple participants refer that business, priority will be given to the first valid referral accepted by Netradyne, provided the referral continues to satisfy all Program requirements. Additional contacts or submissions do not create separate reward eligibility. Netradyne will use its CRM and submission records to resolve duplicate and related-account referrals.

Referrals that match existing CRM leads may be accepted if no active sales opportunity exists at the time of submission.

Netradyne may request additional information to verify eligibility. All qualification decisions are made by Netradyne in its reasonable discretion, based on Program requirements and available records.

Referral status updates will not include confidential information about the referred business or Netradyne's sales activities.

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Referral attribution period

Accepted referrals remain eligible for attribution for **90 calendar days** following the original submission date (“Referral Attribution Period”).

If an active sales opportunity has been established during the Referral Attribution Period, Netradyne may extend the attribution period while the opportunity remains actively progressing.

Referrals that do not result in the commencement of a qualifying trial within the Referral Attribution Period, including any approved extension, will expire and will not qualify for a reward.

Netradyne reserves the right to determine whether an extension is warranted based on documented sales activity.

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Qualifying trial requirements

For purposes of this Program, a "Qualifying Trial" is a Netradyne-approved product evaluation that has officially commenced and has been verified by Netradyne.

A trial qualifies for a referral reward only when:

- The referred business has been accepted as an eligible referral.
- Netradyne's Sales team has approved the opportunity for a product trial.
- The referred business has agreed to participate in the trial.
- The trial has officially commenced, as documented in Netradyne's CRM or designated trial management system.
- The trial is a legitimate evaluation of Netradyne's products or services and is not initiated solely to obtain a referral reward.

A scheduled trial, preliminary sales discussion, product demonstration, or trial agreement that has not resulted in an actual trial start does not qualify.

Only one qualifying trial per referred business is eligible for a reward, regardless of how many contacts at that business are referred. Trial extensions, restarts, additional devices, or subsequent evaluations do not generate additional rewards.

Netradyne will determine qualifying trial commencement based on its internal records and established trial procedures.

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Referral rewards

For each successful, qualifying referral, the eligible referrer will receive a flat **$2,000 reward (USD).**

The following conditions apply:

- One $2,000 reward is available per eligible referred business that begins a Qualifying Trial, regardless of the number of referred contacts or submissions.
- There is no minimum contract value or purchase requirement.
- The referred business does not need to become a paying Netradyne customer.
- Participants may submit unlimited referrals, with each qualifying referral eligible for a separate reward.
- Multiple trials, trial extensions, subsequent purchases, renewals, or contract expansions by the same referred business do not generate additional referral rewards.

All rewards are subject to verification and approval by Netradyne.

Rewards are promotional incentives offered at Netradyne's discretion. They are not compensation for services, a sales commission, or a finder's fee, and they do not create an employment, agency, or contractor relationship. Netradyne may set limits on the number or total value of rewards per participant, per referred business, or per calendar year, and may recover or offset any reward issued in error or based on inaccurate, incomplete, or invalid information.

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Reward options and fulfillment

Eligible referrers may select one of the following reward options:

- **Personal Digital Gift Card:** A $2,000 digital gift card issued in USD and redeemable through participating vendors in the United States, subject to availability, applicable laws, and employer policies.
- **Netradyne Account Credit:** A $2,000 credit applied toward eligible subscription charges for the referrer's organization, subject to applicable account and billing requirements.

Personal rewards may only be issued where permitted by law and the participant's employer. Netradyne will require verification of employer authorization before issuing a personal reward.

Reward selections are subject to eligibility and fulfillment availability. Rewards are non-transferable and may not be exchanged for cash.

Netradyne is not responsible for delays caused by inaccurate contact information, reward provider issues, or circumstances outside its reasonable control.

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Reward qualification and timing

Referral rewards become eligible for fulfillment only after:

1. The referred business has been accepted as a qualified referral.
2. The referred business begins a Qualifying Trial within the applicable attribution period.
3. Netradyne verifies the official trial start date through its internal systems.
4. All Program eligibility and compliance requirements have been satisfied.

No purchase, contract signing, or customer payment is required to earn the referral reward.

Netradyne will target reward fulfillment within 60 days following verification of the Qualifying Trial and completion of all eligibility requirements.

Netradyne may withhold or cancel a reward if the trial start is found to be invalid, fraudulent, or otherwise ineligible under these Terms.

Netradyne will notify eligible participants regarding reward fulfillment using the contact information provided during submission.

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Referral status and communications

Participants will receive confirmation when their referral has been submitted.

Netradyne will review submissions and communicate whether a referral has been accepted or determined to be ineligible.

Where appropriate, participants may receive additional updates regarding the referral's progress and reward fulfillment.

Netradyne is not obligated to disclose confidential sales information, trial details, contract values, negotiation details, or purchasing decisions relating to referred businesses.

Participants may contact their Netradyne account representative with questions regarding their referral status.

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Taxes and reporting

Personal digital gift cards provided to employees of Netradyne customer organizations may constitute taxable income to the individual recipient under applicable law.

Participants are solely responsible for determining, reporting, and paying any applicable federal, state, or local taxes arising from personal rewards received through the Program. An account credit issued to a customer organization may have different tax or accounting treatment, for which the recipient organization is responsible.

Netradyne may require participants to provide a completed IRS Form W-9 or other applicable documentation before issuing a reward, and may withhold taxes from any reward to the extent required by law

Netradyne may report rewards to the Internal Revenue Service or other relevant taxing authorities as required by law.

Failure to provide required tax documentation may delay or prevent reward fulfillment.

Participants are encouraged to consult their own tax advisors regarding the tax implications of Program rewards.

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Data and privacy

Personal information collected in connection with the Program will be used to administer referrals, verify eligibility, communicate Program updates, and fulfill rewards.

By participating, referrers represents and warrants that they have the right to share the referred individual's contact information with Netradyne, that they have obtained all necessary permission for Netradyne to use that information to contact the referred individual and evaluate the referral, and that they have informed the referred individual that their information will be shared with Netradyne. Participants are solely responsible for any claim arising from their failure to do so.

Netradyne may process and share relevant information with authorized service providers as necessary to administer the Program, subject to applicable privacy and data protection requirements.

All personal information will be handled in accordance with Netradyne's Privacy Policy at **www.netradyne.com/privacy**.

Participation in the Program does not grant Netradyne permission to publicly use a participant's name, likeness, company name, or testimonials for marketing purposes without appropriate authorization.

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Fraud prevention and disqualification

Netradyne reserves the right to disqualify any referral or participant who:

- Provides false, misleading, incomplete, or fraudulent information.
- Submits referrals without the referred individual's permission.
- Attempts to manipulate referral attribution, trial commencement, or reward eligibility.
- Submits self-referrals or referrals involving businesses they own or control.
- Initiates or facilitates artificial, duplicate, or non-genuine trials for the purpose of obtaining rewards.
- Violates applicable laws, employer policies, or these Terms.
- Engages in conduct intended to abuse or circumvent Program requirements.

Netradyne may withhold or cancel rewards associated with ineligible or fraudulent submissions, and may recover any reward previously issued in connection with such submissions.

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Disputes and review requests

Participants who believe a referral was incorrectly disqualified or a reward was incorrectly denied may request a review within 30 calendar days of receiving notice of the relevant decision.

Review requests must be in writing and submitted to the participant's Netradyne account representative or the designated Program contact.

Netradyne will review the available records and determine whether an adjustment is warranted.

Decisions following review will be final, subject to applicable law.

A written review request must include the following information:

- The participant's full name, employer, and email address and telephone number.
- The name of the referred business and referred individual, the date the referral was submitted, and any referral confirmation or reference number.
- The date of the notice of decision being disputed and a copy of that notice, if available.
- A description of the decision being disputed and the specific reasons the participant believes it was incorrect.
- Any supporting documents or information, such as emails, screenshots, or records of communications with the referred business.
- The outcome the participant is requesting.
- A statement that the information provided is true, accurate, and complete to the best of the participant's knowledge.

Netradyne may return a request that does not include the required information as incomplete. A participant may resubmit a complete request within the original 30-day period, unless Netradyne agrees in writing to extend it. Netradyne may request additional information as part of its review.

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General conditions; limitation of liability

Netradyne reserves the right to modify, suspend, or terminate the Program at any time, subject to applicable law.

Changes to the Program will not retroactively eliminate rewards already earned under the Terms in effect when the applicable referral qualified, except where required by law or where fraud or ineligibility is identified.

Netradyne is not responsible for lost, delayed, incomplete, or misdirected submissions; technical failures; inaccurate participant information; or circumstances beyond its reasonable control.

The Program and all rewards are provided "as is," and, to the fullest extent permitted by applicable law, Netradyne disclaims all warranties, express or implied, relating to the Program and rewards. Nothing in these Terms creates an employment, agency, partnership, joint venture, or fiduciary relationship between Netradyne and any participant, and participants have no authority to bind Netradyne.

To the fullest extent permitted by applicable law, Netradyne and its affiliates, officers, directors, employees, and agents shall not be liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, arising from participation in the Program or the acceptance, use, or misuse of any reward. To the fullest extent permitted by applicable law, Netradyne's total aggregate liability arising out of or relating to the Program shall not exceed the value of the reward at issue.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

All matters arising out of or relating to the Program and these Terms shall be governed by the laws of the State of California, without regard to conflict-of-law principles.

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General conditions; limitation of liability

Any legal suit, action, or proceeding arising out of or relating to the Program shall be brought exclusively in the applicable state or federal courts located in San Diego County, California, to the extent permitted by law.

To the extent permitted by applicable law, any claim arising out of or relating to the Program must be brought within one (1) year after the claim accrues, or it is permanently barred.

These Terms are the entire agreement between Netradyne and participants regarding the Program. If any provision is held unenforceable, the remaining provisions will remain in effect. Netradyne's failure to enforce any provision is not a waiver of that provision. Participants may not assign or transfer their rights under the Program without Netradyne's prior written consent.

PROGRAM VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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Questions and sponsor information

For questions about the Netradyne Customer Referral Program, please contact your Netradyne account representative or:

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