

SYMBOL PARTNERSELECT PROGRAM WORKSHEET



This is a Symbol PartnerSelect worksheet only.
All applicants must apply online at <http://www.symbol.com/partner>.
Faxes of this document will not be accepted.

Company Information

1. Is your company currently a Symbol Channel Partner?

- Yes No

If yes, what is your SAP number? _____
(Your SAP number can be obtained from your Symbol account manager or by calling 1-866.416.8597 (US or Canada), 1.914.747.6223 (Latin America), 44(0) 118.945.7000 (EMEA), or 65.6796.9668 (APAC).

2. How did you hear about our program?

- Distributor
 Symbol Employee (Name: _____)
 Other _____

3. Company information

Legal Company Name _____
(as submitted for tax reporting purposes)

DBA _____
(name by which business is conducted)

Federal Tax ID/Co. Government Registration Number _____

Web URL _____

Corporate Headquarters:

Address _____

City _____ State _____ Zip _____

Country _____

Region/Province/District (Outside US) _____

Phone # _____

4. Company description

(attach additional information if required)

5. Ownership

If company is more than 50% owned by another corporation, identify the parent corporation and percentage of ownership:

Name _____

% of ownership _____ Parent Corporation Tax ID: _____

Address _____

Region/Province/District (Outside US) _____

City _____ State _____ Zip _____

Country _____

6. Form of organization

- Corporation Limited Liability Corporation

State of Incorporation: _____ Date (year): _____

Country of Incorporation: _____ Date (year): _____

Contact Information

One individual may represent multiple contact points and/or roles.

7. Application submitted by:

Full name Mr. Ms. _____ Title _____

Address _____

City _____ State _____ Zip _____

Country _____ Phone _____

Fax _____ E-Mail _____

Region/Province/District (Outside US) _____

8. Key Symbol Executive

Executive in your company who will receive executive-level communications from Symbol:

Full name Mr. Ms. _____

Title _____

E-Mail _____

9. Key Symbol Contact

Contact in your company who will receive all program correspondence from Symbol:

Full name Mr. Ms. _____ Title _____

Address _____

City _____ State _____ Zip _____

Country _____ Phone _____

Fax _____ E-Mail _____

10. Sales Contact

Person who should receive sales-related communications:

Mr.
Full name Ms. _____
Title _____
E-Mail _____

11. Marketing Contact

Person who should receive marketing-related communications:

Mr.
Full name Ms. _____
Title _____
E-Mail _____

12. Technical Contact

Person who should receive product and technical information:

Mr.
Full name Ms. _____
Title _____
E-Mail _____

13. Services Contact

Person who should receive service related communications:

Mr.
Full name Ms. _____
Title _____
E-Mail _____

Financial Information

14. Company Revenue: Revenue for applying company exclusive of parent corporation, verified by audited year end financial statements or tax returns upon request
(Mandatory if company is not privately held)
Current Year Overall Revenue

- \$0-4,999 \$5,000-149,999 \$150,000-249,999
- \$250,000-599,999 \$600,000-999,999
- \$1,000,000-2,999,999 \$3,000,000-4,999,999
- \$5,000,000 or more

Previous Year Overall Revenue

- \$0-4,999 \$5,000-149,999 \$150,000-249,999
- \$250,000-599,999 \$600,000-999,999
- \$1,000,000-2,999,999 \$3,000,000-4,999,999
- \$5,000,000 or more

15. Percentage of last years (previous 12 months sales revenue):

Refurbished equipment Any equipment that is acquired from existing customer installations, liquidations, bankruptcies, lease terminations or expirations and any other similar resources, that at any point in its life cycle has been used by an end-user customer, used as demo or considered defective (per manufacturer's specification).

Break-Fix (repair of products) Maintenance operations performed on products that includes, but is not limited to, unit repair, component/board-level/unit repair and/or "swapping" of defective components to effect repair.

Returned equipment Equipment that at one time or another had been loaded with software, sold to, leased, rented, shipped to any party by the originating party and then returned to originating party, whether it was used or not. Returned" equipment cannot be sold as "New."

a. What is the revenue generated from your operation of a repair/break-fix service as a percentage of your total company revenue? _____%

- b. What is the revenue associated with the sale of all "not new" equipment (for example: refurbished and/or returned equipment) as a percentage of your total company revenue? _____%
- c. Do you undertake and deliver any repair/break-fix services on Symbol (or Telxon) equipment? If so, what is the revenue associated with these operations as a percentage of total new Symbol hardware sold? _____%
- d. Do you sell any refurbished or returned Symbol (or Telxon) equipment? If so, what is the revenue associated with these operations as a percentage of total new Symbol hardware sold? _____%

**16. Hardware / Software / Services Split:
What is the breakout of your overall sales?**

(Please note: You may be asked to verify this information per Symbol's right to audit under the program participation terms and conditions.)

_____ % **Hardware** (IT hardware including Auto ID, Mobile Computing and Wireless Infrastructure)

_____ % **Software** (Packaged application software, middleware or custom code)

Custom or proprietary application software or middleware defined as: software designed and sold as the primary application which justifies the purchase of and runs on the hardware sold with the solution.

_____ % **Professional Services** (Overall)

Professional Services defined as: Needs Analysis, Technology Consulting, Business Process Reengineering, Project Management, Custom Application Development, Systems Configuration, Systems Integration, Systems Installation & Training.

_____ % **Customer Services**

Symbol defines Customer Services (CS) as any services offered that are directly related to the ongoing maintenance of product. This includes but is not limited to maintenance services delivered in a service center, either by service agreement, time and material basis or at a flat rate, maintenance services delivered at a customer site and/or product upgrades/enhancements.

100% = Total

17. If you supplied a percentage for Customer Services above, please check those that you offer below:

Fee-based	Complimentary	Service
		Help desk support availability: _____ x _____ (# hours/day x # of days/week)
		Computer-based call tracking
		Customer support solution applications, including Symbol components
		Break/Fix
		Technical support
		Diagnostics

The color **BLUE** Indicates a mandatory field that must be completed on the online worksheet.

18. Percentage of your total company sales that are to or through: (Note: Must total 100%)

_____ % Resellers _____ % Distributors
 _____ % Brokers/Agents _____ % End users

19. Staffing (Please include headquarters and all sales offices)

Number	Type of Employee
	Sales
	Marketing
	Customer support
	Help desk
	Professional services
	Software developers
	Other
	Total number of employees

Sales Information

20. Target Markets

What percentage of your total business is comprised of sales to the following markets? (Note: Must total 100%)

%	Market
	Manufacturing
	Wholesale/Distribution
	Retail
	Other
	Travel/Transportation
	Service Providers
	Government
	<input type="checkbox"/> Federal <input type="checkbox"/> State and Local

21. If "Government" is checked above, please answer the following:

Is your company one of the following as defined by the U.S. Small Business Administration?

- 8a If yes: Graduation Date _____
- Primary SIC Code(s) _____
- Woman owned Small disadvantaged business
- None of the above

Are you currently listed on any state or government contracts?

- Yes No

If yes: Program Name _____
 Agency _____
 Vendor _____
 Contract Number _____

22. Current Selling Methods (Note: Must total 100%)

% of Sales	Category
	Face-to-face with end-user customer
	Leasing program
	OEMs
	Online catalog
	Printed catalog
	Retail
	Telesales (direct sales)
	Other (please explain)
100 % = total	

Symbol Sales History

23. What is your primary source of Symbol product:

- Symbol Technologies
- Distributor

If Distributor checked, please indicate name:

24. Other auto ID / mobile / wireless product lines carried:

- Avaya Breezecom Cisco Fujitsu HP
- Hand Held Products Intermec LXE Metrologic
- Microscan NCR Opticon PSC Palm Proxim
- Psion Teklogix Welch Allyn

25. Will you be: (Check one)

- Reselling Symbol hardware?
- Influencing the sale of Symbol hardware? Both

26. In what geographies do you want to partner with Symbol, comply with criteria and obtain program benefits?

- Asia Pacific Canada EMEA
- Latin America/Mexico USA

27. Overall Symbol Revenue and/or Influence Commitments

for the next 12 months. (Note: a minimum commitment of 5K is required for participation in the program.)

- \$0-4,999 \$5,000-149,999 \$150,000-249,999
- \$250,000-599,999 \$600,000-999,999
- \$1,000,000-2,999,999 \$3,000,000-4,999,999
- \$5,000,000 or more

28. Products intended to resell/influence:

- Bar Code Scanners Wireless Infrastructure
- Mobile Computing Services

29. Symbol product customer base: (Note: Must total 100%)

____ % of total sales to end users ____ % of total sales to resellers

30. Proprietary and packaged software solutions

31. Summarize the value you can add to Symbol product offerings:

Symbol Product Installed Base Reference Accounts

32.

Account Name Mr. Ms. _____

Contact Person _____

Phone _____

Symbol hardware sold _____

Type _____ Quantity _____

Account Name Mr. Ms. _____

Contact Person _____

Phone _____

Symbol hardware sold _____

Type _____ Quantity _____

Terms & Conditions

In order to qualify for participation in the Symbol PartnerSelect program, all resellers must agree to the following Terms & Conditions. If your company's business model maps closest to the Solution Provider Track, a formal contract will be required for signature. Your Channel Account Manager will follow-up with you directly with any additional requirements.

CHANNEL PARTNER PROGRAM PARTICIPATION TERMS & CONDITIONS

("PARTICIPATION TERMS & CONDITIONS")

CAUTION: SYMBOL TECHNOLOGIES, INC. ("SYMBOL") IS WILLING TO REVIEW YOUR APPLICATION FOR MEMBERSHIP IN SYMBOL'S PARTNERSELECT PROGRAM ("PROGRAM"). UPON APPROVAL BY SYMBOL OF YOUR APPLICATION, AND CONTINGENT UPON YOUR ACCEPTANCE OF ALL OF THE PARTICIPATION TERMS & CONDITIONS SET FORTH BELOW, SYMBOL OR ANY OF ITS AFFILIATED COMPANIES WILL GRANT YOU A NON-EXCLUSIVE RIGHT TO SELL NEW SYMBOL PRODUCT UNDER THE PARTICIPATION TERMS & CONDITIONS. PLEASE READ THE PARTICIPATION TERMS & CONDITIONS CAREFULLY. BY CLICKING THE "SUBMIT" BUTTON AT THE BOTTOM OF THIS PAGE YOU INDICATE YOUR AGREEMENT TO THE PARTICIPATION TERMS & CONDITIONS. IF YOU ARE NOT WILLING TO BE BOUND BY THE PARTICIPATION TERMS & CONDITIONS, PLEASE SELECT THE "CANCEL" BUTTON AT THE BOTTOM OF THIS PAGE.

I. Qualifications for Participation

- Definitions.** The individual or entity submitting this application for participation in the Program is hereinafter referred to as "Company". All other capitalized terms herein shall have the meanings assigned to them in these Participation Terms & Conditions.
- Company must generally sell products and services only to End Users of the product. For the purpose of the Program, "End User" shall be defined as the entity that uses or acquires the products and services for its own use and not for resale.
- Company may be required to provide sales out information in accordance with the current Program requirements for which Company qualifies.

II. Attaining and Maintaining Authorization.

- Product Sales.** Product sales to any party that resells to End Users, including, but not limited to distributors, resellers, business partners, solution providers, agents, brokers, catalog wholesalers or direct marketers, may disqualify Company from the Program.
- New Equipment.** Maintaining authorization in the Program requires that Company purchase Symbol product only from an Authorized Distributor of Symbol product. "Authorized Distributors" shall be those distributors listed on Symbol's website at www.symbol.com.
- Used Product Sales.** For purposes of the Program, equipment shall be considered Used Product if it falls into one of the following categories:

Refurbished: Equipment is considered Used Product if it is acquired from existing customer installations, liquidations, bankruptcies, lease terminations or expirations and any other similar resources, as well as equipment that at any point in its lifecycle has been used by an End User customer, used as demonstration equipment or considered defective per the manufacturer's specification.

Returned: Equipment is considered Used Product if at one time or another it has been loaded with software, sold to, leased, rented, shipped to any party by the originating party and then returned to the originating party whether it was used or not.

Company's initial and subsequent authorization requires that Company's total revenue from the sale of Used Products from any manufacturer does not exceed the revenue thresholds established by the then-current Program criteria.

- Company's initial and subsequent authorization may require that Company's total revenue from the sale of repair/break-fix operations does not exceed the criteria established by the then-current Program.
- Audit Requirement.** Company acknowledges that authorization may require an annual audit by Symbol to assess Company's compliance with the requirements for the particular authorization granted. On-site audits may be performed by Symbol or an independent third party contractor designated and retained by Symbol. Company shall receive reasonable notice in writing prior to the arrangement of an on-site audit.
- Application Information.** All information contained in the application will be considered confidential and proprietary to the Company and shall be protected by Symbol and any independent contractor as such in accordance with Section III.4. The decision to authorize or not to authorize Company will be made in Symbol's sole discretion. **Company is responsible for updating and maintaining accurate contact and company information in its partner profile. Symbol is not responsible for, nor to be held liable for undelivered notices due to changes to the Company contact information that was not entered by Company into its partner profile.**
- Notice of Authorization.** Symbol's authorization decision is based on the Program requirements in effect on the date that Company submits a valid application for authorization. Company's initial authorization shall be by written confirmation from Symbol. Company's status is subject to review by Symbol based on Symbol's then current Program requirements. Should Company be notified that its application has been denied, Company may resubmit an application provided six months has elapsed from the date of notice. Applications submitted prior to the six months will not be reviewed by Symbol.

- Receiving Authorization Benefits.** Company's receipt of the benefits associated with the then-current PartnerSelect Program for which Company qualifies, including but not limited to financial incentives, constitutes Company's continuing representation that it is in compliance with all requirements of the authorization level for which Company has received benefits. In the event Company receives benefits for which it is not entitled by reason of its failure to maintain a particular authorization, and/or disclosing false or misleading information, Symbol reserves the right to revoke Company's authorization in the Program.
- Changes to Program Requirements.** Symbol may change or modify program requirements at its sole option and discretion. Notice of any such changes or modifications shall be made through posting on Symbol's PartnerSelect web site at www.symbol.com.

III. Miscellaneous Terms.

- Symbol and Company shall conduct business in their own name as independent contractors. Neither party shall represent itself as an employee or agent of the other. Neither party shall assume or create any obligation on behalf of the other or make any representations or warranties for the other party. Nothing in the application or the Participation Terms & Conditions constitutes, or shall be deemed to constitute, a partnership or joint venture between Symbol and Company or merges, or shall be deemed to merge, their assets or their fiscal or other liabilities or undertakings.
- Company shall not remove, alter or modify the serial or identification numbers, labels, Symbol trademarks, or other trade-identifying symbols from Products under this Agreement. Company shall provide all assistance and cooperation as may be reasonably requested by Symbol, including without limitation execution of documents as may be requested by Symbol, to protect Symbol's trademark rights.
- Neither Symbol nor Company shall be liable to the other for incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, or other economic damage as a result of breach of any term of these Participation terms and conditions.
- Symbol and Company shall use reasonable efforts to prevent disclosure to any third parties of proprietary information received from any of the other parties. There is no obligation with respect to information which (a) is or becomes public knowledge through no wrongful act of the receiving party; or (b) is already known to the receiving party; or (c) is rightfully obtained by the receiving party from any third party without similar restriction and without breach of any obligation owed to the disclosing party; or (d) is independently developed by or for the receiving party; or (e) is furnished to a third party by the disclosing party without a similar restriction on the third party's rights; or (f) is disclosed pursuant to a lawful requirement or request by a government agency; or (g) is approved for release by written authorization of the disclosing party. Proprietary information shall be defined as sales out information, all application information and registrations which pertain to the Symbol partner program(s), the partner program guides and reference materials, Symbol product and product discount information and other information designated in writing to be proprietary or confidential.
- Company agrees not to intentionally engage in activity that may diminish Symbol's rights or industry standing.
- If Company chooses to purchase Symbol products for resale in locations where Company cannot provide sales and/or support, purchases are to be made in accordance with Symbol's then current global sales program. Company's Symbol account manager or Authorized Distributor will provide Company with instructions on how to contact the Symbol global sales organization.
- Company shall promptly advise Symbol of any substantive change or anticipated change to the information supplied in the application unless precluded by law or regulation. Upon notification of such change (or in the event of failure to give notice of such change), Symbol may, at its sole option and discretion, discontinue Company's authorized participation in the Program.
- Symbol has the exclusive worldwide rights to its trademarks and trade names. Company is only authorized to use the appropriate mark for which Company qualifies and Company shall only use such mark as prescribed in the then-current release of the Symbol partner mark usage guidelines.
- If legal proceedings are commenced to resolve a dispute arising out of or relating to Company participation in the program, the prevailing party shall be entitled to recover all of its costs, attorney fees, and expert witness fees, including any costs or attorney fees in connection with any appeals.
- Where Company's address as set forth in the application is located within one of Symbol's three sales theatres, EMEA (Europe, Middle East and Africa), TASS (North America, South America, Canada and the Caribbean), or APAC (Asia Pacific) the laws governing these Participation Terms & Conditions shall be as follows:

TASS: These Participation Terms & Conditions shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods. Company and Symbol hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to these Participation Terms & Conditions, or for recognition and enforcement of any judgment in respect

Continued on following page

thereof, to the exclusive general jurisdiction of the courts of the State of New York, in the County of Suffolk, New York, and to the United States District Court for the Eastern District of New York, and to the respective appellate courts thereof in connection with any appeal there from.

EMEA: These Participation Terms & Conditions shall be governed by the substantive laws of England. In such event the Company and Symbol agree that any dispute arising out of or in connection with the Participation Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the English courts, which courts shall have exclusive jurisdiction. The Convention on Contracts for the International Sale of Goods shall not apply. In the event that an English court is unwilling to take jurisdiction then in such event these Participation Terms & Conditions shall be governed by the laws of the State of New York, without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods. Where the laws of the State of New York apply, each Party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to these Participation Terms & Conditions, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general and personal jurisdiction and venue of the courts of the State of New York, in the County of Suffolk, New York, and to the United States District Court for the Eastern District of New York, and to the respective appellate courts thereof in connection with any appeal therefrom.

APAC: These Participation Terms & Conditions shall be governed by the substantive laws of Singapore. In such event the Company and Symbol agree that any dispute arising out of or in connection with the Participation Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Singapore courts, which courts shall have exclusive jurisdiction. The Convention on Contracts for the International Sale of Goods shall not apply. In the event that a Singapore court is unwilling to take jurisdiction then in such event these Participation Terms & Conditions shall be governed by the laws of the State of New York, without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods. Where the laws of the State of New York apply, each Party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to these Participation Terms & Conditions, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general and personal jurisdiction and venue of the courts of the State of New York, in the County of Suffolk, New York, and to the United States District Court for the Eastern District of New York, and to the respective appellate courts thereof in connection with any appeal therefrom.

11. Where the Parties are required by law to execute this Agreement in the local language or where the Company requires that these Participation Terms & Conditions are also executed in a local language, Company and Symbol hereby acknowledge, in the event of any dispute arising out of or in connection with the Participation Terms & Conditions, including any question regarding its existence, validity or termination, that the English language version shall apply and the local language version shall not apply.
12. Participation in the Program supersedes and replaces all prior or contemporaneous agreements, whether written or oral, between Symbol and Company. Failure to comply with the Participation Terms & Conditions as stated herein may result in de-authorization of the Company by Symbol in the Program. Notwithstanding the foregoing, Symbol may, at its sole option and discretion, discontinue Company's authorized participation in the Program at any time by providing written notice to Company.