

Integrated Control Technology Ltd

ICT Partner Program Terms and Conditions

Region: United States

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Terms and Conditions

These Terms apply to the ICT Partner Program offered by Integrated Control Technology (“ICT”) to eligible integration partners in the United States.

1. Partner Program

- 1.1. **Participation:** Participation in the ICT Partner Program (“Partner Program”) is available to Integrators that meet the applicable Eligibility Criteria and are accepted into the program by ICT. Enrollment is automatic upon qualification and confirmation through ICT’s annual account review process or other eligibility verification conducted by ICT from time to time. By participating in the Partner Program, the Integrator agrees to be bound by these Terms and the Partner Program Handbook. The Partner Program is exclusively available to Integrators and does not apply to distributors, resellers, or OEM partners.
- 1.2. **Handbook and Terms:** These Terms must be read in conjunction with the ICT Partner Program Handbook – North America. In the event of any conflict or inconsistency between these Terms and the Partner Program Handbook, these Terms shall prevail.

2. Eligibility Criteria

- 2.1. **Eligibility Criteria:** To be eligible to participate in the Partner Program, an Integrator must:
 - a. be incorporated or legally operating in the United States;
 - b. not be a Related Person of ICT;
 - c. meet the following pre-requisites:
 - i. meet ICT’s minimum annual collected revenue threshold for program eligibility, currently USD \$25,000, as defined in the Partner Program Handbook;
 - ii. maintain good commercial standing with ICT, including having no outstanding payment obligations more than sixty (60) days overdue;
 - iii. have and maintain a current Integrator Sales Agreement with ICT in good standing.
- 2.2. **Organizational Participation:** Partner Program participation is granted at the organizational level, not to individuals. Changes in personnel do not affect program status, provided the organization continues to meet eligibility requirements.

3. Enrollment & Acceptance

- 3.1. **Enrollment:** Enrollment in the Partner Program is automatic and driven by ICT’s annual account review conducted each December. Integrators that meet the minimum collected revenue threshold during the review period are automatically placed into the appropriate Tier for the following calendar year, effective January 1, provided the integrator has executed and remains in compliance with the ICT Partner Program Terms and Conditions.
- 3.2. **Initial Tier Placement:** Newly eligible Integrators are placed into the Tier corresponding with their verified collected annual ICT revenue. Integrators with annual ICT revenue below the eligibility threshold are not enrolled but may qualify upon meeting the threshold, subject to review and approval by the ICT North American General Manager, at any point during the year.

4. Partner Program Tiers & Reviews

4.1. **Tier Structure:** The Partner Program consists of four tiers:

- Bronze
- Silver
- Gold
- Platinum

Tier placement is determined based on verified annual collected ICT sales revenue. To maintain status as a Partner Program Participant, an Integrator must:

- a. meet the Minimum Spend Requirements for their Tier;
- b. comply in all respects with these Terms and the Partner Program Handbook;
- c. maintain all representations and warranties made in connection with enrollment;
- d. promptly notify ICT of any material changes to business status, ownership, or ability to meet program requirements.

4.2. **Annual Review:** Tier status is formally evaluated annually in December. Bronze, Silver, and Gold partners are reviewed by their Regional Sales Manager (RSM). Platinum partners receive a personalized review led by their dedicated Customer Success Manager (CSM).

Following the annual evaluation, ICT will determine whether the Integrator should:

- a. cease participation in the Partner Program;
- b. remain in their current Tier for the next Program Period; or
- c. move to a different Tier for the next Program Period.

ICT will use reasonable efforts to notify Integrators of the review outcome by December 15. ICT's determination of Tier placement and eligibility is final and binding. All Tier changes and related benefits are effective January 1 annually.

4.3. **Mid-Year Tier Advancement:** Integrators that achieve higher collected revenue thresholds during the year may be eligible for mid-year Tier advancement.

Mid-year upgrades:

- are evaluated on a case-by-case basis by the ICT North American General Manager;
- require approval in collaboration with the assigned RSM or CSM, as applicable;
- provide access only to the benefits of the new Tier on a prospective basis.

ICT does not downgrade Integrators mid-year.

5. Benefits & Program Features

5.1. **Tier Benefits:** Each Tier includes a defined set of benefits, which may include:

- purchase discounts;
- marketing and co-marketing support;
- training benefits;
- technical support levels;
- partner recognition;
- strategic engagement opportunities.

Tier benefits are described in the Partner Program Handbook and vary by Tier.

5.2. **Discretion & Availability:** All benefits:

- are subject to availability;
- may require ICT approval;

- may be limited, capped, terminated, or modified at ICT's discretion;
- do not constitute guaranteed entitlements or financial commitments.

Certain benefits (including advisory board participation, early product access, beta testing, or Platinum-tier services) are by invitation only and may be subject to separate terms, including confidentiality obligations.

5.3. **Audit & Verification:** ICT reserves the right to verify all transactions submitted as Qualifying Purchases. Upon reasonable notice, Integrators shall provide access to records reasonably necessary to verify compliance. Records must be retained for three (3) years following the applicable Program Period.

6. Qualifying Revenue

6.1. **Qualifying Revenue:** Qualifying Revenue consists solely of bona fide, collected purchases of ICT-manufactured products made directly by the Integrator from ICT during the applicable period.

The following are excluded:

- third-party products distributed by ICT;
- purchases made through distributors or intermediaries;
- non-commercial, internal-use, or non-standard transactions.

6.2. **Verification:** ICT reserves the right to audit revenue calculations, exclude ineligible transactions, and correct Tier placement based on verified data.

7. Termination

7.1. **Termination of Participation:** ICT may terminate an Integrator's participation immediately upon written notice if the Integrator:

- a. fails to meet Eligibility Criteria;
- b. materially breaches these Terms and fails to cure within thirty (30) days of notice;
- c. becomes insolvent or ceases operations;
- d. engages in conduct reasonably likely to harm ICT's reputation or business interests;
- e. breaches confidentiality obligations;
- f. misrepresents revenue, eligibility, or compliance;
- g. breaches or terminates its Integrator Sales Agreement.

7.2. **Termination of the Partner Program:** ICT may terminate, suspend, or modify the Partner Program at any time in its sole discretion. If terminated in its entirety, ICT will provide at least thirty (30) Business Days' notice unless immediate action is required by law or business necessity.

7.3. **Effect of Termination:** Upon termination, Integrators shall immediately cease use of all ICT Partner Program marks, logos, and designations and return or destroy all confidential information provided by ICT. Benefits and discounts cease as of the effective date of termination unless otherwise expressly authorized by ICT in writing.

8. Program Changes

8.1. **Program Changes:** ICT may amend these Terms, the Partner Program Handbook, or Tier structures at any time. Material adverse changes to existing Tier status or benefits will be communicated at least sixty (60) days in advance and will not apply retroactively.

9. Disclaimer & Limitation of Liability

9.1. **Disclaimer:** Participation in the Partner Program is at the Integrator's own risk. To the fullest extent permitted by law, ICT disclaims liability for indirect, incidental, consequential, or punitive damages arising from participation in or modification of the Partner Program.

9.2. **Limitation on Direct Damages:** ICT's total aggregate liability shall not exceed the value of benefits actually received by the Integrator during the twelve (12) months preceding the event giving rise to the claim.

10. Data & Privacy

10.1. **Data & Privacy:** ICT may collect and use Integrator data for program administration, performance analysis, and communications in accordance with ICT's Privacy Policy and applicable U.S. data protection laws.

11. General

11.1. **Waiver:** No failure or delay by ICT constitutes a waiver.

11.2. **Severability:** Invalid provisions do not affect enforceability of remaining provisions.

11.3. **Relationship of the Parties:** Nothing in these Terms, including the use of the words "partner" or "partnership," creates a partnership, joint venture, agency, or employment relationship, whether under common law or other partnership principles, under applicable law.

11.4. **Governing Law:** These Terms are governed by the laws of the State of Colorado, without regard to conflict-of-law principles. Exclusive jurisdiction lies in Colorado state or federal courts.

11.5. **Contact:** Questions may be directed to marketing@ict.co or 6281 S Racine Cir, Centennial, CO 80111, United States.

11.6. **Taxes:** Integrators are solely responsible for all applicable taxes arising from Program participation.

11.7. **No Oral Modification:** The Partner Program and these Terms may be modified only by a written document executed by ICT.

Signature

I confirm that I have read, understood, and agree to these ICT Partner Program Terms and Conditions and that I am authorized to do so on behalf of _____ and I acknowledge that by applying and agreeing to participate in the Partner Program (as that term is defined in the Terms and Conditions), _____ will be bound by and obliged to comply with these Terms and Conditions.

Signed: _____

Name: _____

Position: _____

Date: _____