

Program Year 20/21

FlexPricer Partner Program Policies

Partner must be enrolled in the relevant FlexPricer Partner Program for that Program's Policies to apply.

FlexPricer Partner Program Policies
Program Year 2020-21: March 1, 2020 - February 28, 2021
Version: 1st August 2020

These FlexPricer Partner Program Policies (“Policies”) are current as of the version date set forth above and will remain in effect until or unless they are superseded at this same (or redirected) URL by a version with a later version date. Successtrics UK Limited (SUKL) may update or modify these Policies in its sole discretion, with or without notice. These Policies are subject to and made part of the FlexPricer Partner Program Agreement (“FPPA”) at <https://flexpricer.com/FPPA>, which an entity must accept in order to participate as a Partner in the FlexPricer Partner Program (the “Program”). Partner Affiliates may hold themselves out as Partners of FlexPricer with respect to the FlexPricer Partner Program, only for the purposes of the FlexPricer Partner Program, subject to the terms of the FPPA, including Partner’s obligations in Section 1.3 (“Partner Affiliates”) of the FPPA. Capitalized terms not defined in these Policies have the meaning given to them in FPPA.

FlexPricer Partner Program Overview

The FlexPricer Partner Program is designed for firms that are inspired to lead the next phase of innovation and help companies connect with their customers in entirely new ways by offering implementation, integration and/or custom development related to the Services. SUKL offers our Partners robust resources, training, and tools, enabling them to develop expertise around specific business functions, product areas, and industries so they can best serve customers and differentiate their practices. Unlike programs developed by traditional software providers, the FlexPricer Program is built exclusively for the cloud and takes advantage of its unique customer engagement models and economics and potential to deliver customer success.

FlexPricer Partner Program Requirements

An entity may apply to join the Program through the Partner Enrollment page at <https://flexpricer.com/partner-signup>. Upon application, such entity will receive an initial welcome email setting out minimum requirements for inclusion in the Program on a provisional basis (e.g., demographic information, due diligence / compliance information). The applying entity must satisfy these requests within thirty (30) days of receipt of this email to keep its application active. Provided the entity submits such information within the appropriate window, SUKL will review it, and if it is acceptable to SUKL, SUKL will grant the entity “Provisional Partner” status, and will send the Provisional Partner an additional email outlining the qualification requirements for inclusion in the Program on a non-provisional basis.

If the Provisional Partner meets these qualifications within six (6) months of receipt of the applicable email, such Provisional Partner will be admitted to the Program on a non-provisional basis and will be assigned a partnership tier level (“Tier”) as discussed below. If a Provisional Partner fails to meet the qualifications within six (6) months of receipt of the email, it will not be admitted to the Program and will be removed from the Partner Program, however it may reapply after meeting the qualifications. Any exception to the Program requirements will be subject to approval and management by SUKL’s Directors. SUKL reserves the right to accept or deny any application to the Program, deny any request for access to Partner online resources, or end any Partner’s participation in the Program.

FlexPricer Partner Program Benefits

The benefits to which a Partner in good standing is entitled, based on Tier (as discussed below), are set out at <https://flexpricer.com/partnerbenefits>.

FlexPricer Partner Program Tiers

When a Provisional Partner is admitted to the Program on a non-provisional basis, it will be assigned to the "Partner" Tier level. During its participation in the Program, the Partner will be evaluated each quarter, based on SUKL's fiscal year (February 1 - January 31), and may be reassigned to or invited to apply to a different Tier. Evaluations will be conducted during the first month following the end of an SUKL fiscal quarter, and any resulting reassignment will be effective as of the first day of the following month, as set forth below. SUKL will notify each Partner of its new Tier on or before the effective date thereof. Partners who do not remain in compliance with the qualifications of the Program may be removed from the Program and the online resources.

FlexPricer Partner Program Fees

As of the version date of these Policies, upon enrollment Partners are not obligated to pay a program fee.

Markets

As of the version date of these Policies, Mature Markets are the following regions, which are subject to change by SUKL: None.

As of the version date of these Policies, Growth Markets are the following regions, which are subject to change by SUKL: All countries in Africa, Asia Pacific, the United States, the Commonwealth of Independent States, Europe, the Middle East, Latin America, New Zealand, Russia, Australia, Canada, China, Israel, Korea, Singapore. For more information, please contact partners@flexpricer.com.

Compliance

At all times during its participation in the Program, Partner must comply with all applicable anti-corruption laws. If SUKL reasonably suspects Partner has breached such obligation, SUKL may inspect and copy Partner's books, records, and accounts and interview relevant Partner personnel. Partner agrees that SUKL may request verification that Partner, Partner's sales representatives, and anyone engaged by Partner to perform work in connection with the Partner Program has undertaken compliance training and compliance certifications that align to Partner's compliance obligations under the FPPA and these Policies.

Training

Partner agrees that to the extent it is engaged in marketing, submitting referrals to SUKL (as discussed in the appendix hereto), or otherwise reselling the Services, Partner's sales representatives and other personnel will use reasonable efforts to participate in the basic online training offered for free by SUKL to FlexPricer's users generally. As SUKL upgrades the Services, SUKL may ask Partner's sales representatives and other personnel to undergo further training based on SUKL Services' new features and functions, and Partner and Partner's personnel agree to make reasonable, good faith efforts to participate in such further training. Partner agrees to use reasonable efforts to advise SUKL of any demonstrations required to market the Services to prospective FlexPricer customers, especially those with a sales force of greater than twenty (20) people. To the extent Partner is eligible to receive certain technical support offerings, such programs are provided under SUKL's technical support policies in effect at the time the Services are provided. For clarification, technical support does not include support for Non-SUKL Applications or other third party programs or services. SUKL's technical support policies are subject to change at SUKL's discretion.

Services Subscriptions

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the FPPA and these Policies, SUKL may provide Partner with access to one or more Services, and thereby grant Partner a non-exclusive, non-transferable limited right to access and use such Services solely for: (i) demonstration of the Services to potential SUKL customers solely in connection with Partner's participation in the Program, or (ii) training on the use of the Services. Partner's use of any Services subscriptions is further subject to the restrictions set forth in Section 5 of the FPPA and, to the extent such subscriptions have been ordered by Partner from SUKL pursuant to an order form, any restrictions set forth in such order form. For clarity, Partner may be, or may become entitled to, receive access to the Services under a separate agreement with SUKL. The FPPA and these Policies will govern Partner's access to the Services to the extent subscriptions to Services are provided as a benefit of the Program.

Marketing Services

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the FPPA and these Policies, SUKL grants Partner a non-exclusive, nontransferable, limited license to use those portions of FlexPricer marketing programs, marketing materials and tools, as further described herein ("Marketing Services") solely for the purpose of creating, executing, and monitoring marketing campaigns related to FlexPricer products and services. Partner's use of the Marketing Services shall be subject to the FPPA and these Policies and must comply with FlexPricer current branding guidelines, including FlexPricer's Trademark Usage Guidelines, FlexPricer Partner Branding and Logo Usage Guidelines and Partner Press Release Guidelines (all available on request). SUKL may change the usage, branding and press release guidelines and location thereof at any time, and, upon reasonable notice from SUKL, Partner will promptly modify Partner's use of the Marketing Services to conform to any such changed guidelines. Partner may allow third parties to access the Marketing Services for the purpose of creating, executing, and monitoring marketing campaigns related to FlexPricer products and services on Partner's behalf, provided that Partner ensures that all such use is in accordance with the FPPA, the FPCMA and these Policies. Partner agrees to be responsible for any misuse of the Marketing Services by Partner or any third party using the Marketing Services on Partner's behalf and Partner agrees to use the Marketing Services at Partner's own risk. Partner will cooperate with SUKL to allow for review of Partner's use of the Marketing Services and compliance with SUKL's quality standards. If SUKL, in SUKL's sole discretion, determines that Partner's use of the Marketing Services does not comply with the FPPA, the FPCMA, these Policies, or FlexPricer branding guidelines, Partner will promptly modify or discontinue Partner's use as directed by SUKL. In the event Marketing Services include payments to Partner, then Partner will maintain adequate books and records regarding the basis for such payments and will provide SUKL with copies of such records upon request.

FlexPricer Trademark License

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the FPPA and these Policies, CRM SuperStars Limited (CSL) grants Partner a limited, nonexclusive, nontransferable, non-sublicensable, royalty-free license during the Program Year to use, solely in connection with Partner's rights, duties and obligations under the FPPA and these Policies, such marks identified publicly by CSL as available for use by Partners within Partner's assigned Tier (see, e.g., Partner Branding and Logo Usage Guidelines) ("CSL's Marks") in any jurisdiction in which Partner is authorized to be a Partner and CSL has rights during the Program Year. This license does not grant rights to use any of CSL's trademarks that are not CSL's Marks. Any use by Partner of CSL's Marks will be in accordance with CSL's trademark usage policies, with proper markings and legends, and subject to CSL's prior written approval. Partner will not make any express or implied statement or suggestion, or use any of CSL's trademarks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise

reflects adversely on CSL or SUKL or its business, products or services. Partner will cease, or adjust the manner of, its use of any of CSL's Marks at CSL's request in its sole discretion. CSL may withdraw any approval of any use of CSL's Marks at any time in its sole discretion upon written notice to Partner, which withdrawal will be effective promptly but in no case more than thirty (30) days from the date of CSL's notice sent in accordance with the FPPA and these Policies.

Questions? Need assistance?

Please email partners@flexpricer.com

Addendum 1 - Referrals

Referrals

A Partner in the FlexPricer Partner Program may be eligible to receive a referral fee if it submits a referral to SUKL's direct sales organization through the URL <https://flexpricer.com/partner-install-registration>, that referral meets the requirements described in this Addendum and is approved by SUKL, and is converted into a SUKL direct sale opportunity that closes within six (6) months after date the referral is submitted. For clarity, SUKL shall only make payment to the Partner entity that SUKL has accepted into the FlexPricer Partner Program; SUKL will not make payment to Affiliates of Partner or other third parties or related entities.

First Year Net Revenue

The referral fee for a qualifying referral submitted through <https://flexpricer.com/partner-install-registration>, resulting in a successfully closed direct SUKL opportunity, is based on the subscription fees for eligible product(s) set forth in the order form(s) associated with such opportunity covering the 12-month period starting on the earliest order form start date, net of any discounts, taxes payable and subsequent refunds not due to SUKL's invoicing error or breach, and excluding fees for support (including Premier Support products), implementation, customization, training, consulting or other professional services, or third-party products or services ("First Year Net Revenue"). If an order form executed in connection with a referral is a multiyear order form, referral fees will be based only on the First Year Net Revenue, not on any revenue covering any period thereafter.

Sourced Referral

A sourced opportunity is when a Partner introduces a prospect new to SUKL, or a new product opportunity to an existing customer. To be eligible for sourced credit, partners are required to submit a referral lead at <https://flexpricer.com/partner-install-registration> that converts into a new business opportunity. To be considered a sourced referral the referral lead must be submitted within 30 days of a new business opportunity creation date, and before the opportunity close date.

Joint Referral

Joint Sales Credit is recognized when a Partner demonstrates meaningful selling engagement activity supporting the FlexPricer Account Executive (AE) in the sales cycle or brings add-on subscriptions for existing customers. Partner is either brought in by an AE or has existing relationships with the customer. Meaningful selling engagement means the Partner owns 50% of the sales engagement and is involved in delivering pre-sales activities that influence the deal to close. Being selected as the FlexPricer Partner does not constitute meaningful sales engagement. FlexPricer AE's own the partner assignment on the opportunity.

First Referral Only

If multiple Partners submit referrals at <https://flexpricer.com/partner-install-registration> that result in a single opportunity, the only referral that will be evaluated for referral fees is the first referral submitted during the six (6) months prior to the date on which the opportunity is closed. Later submitted referrals will not be eligible for referral fees in connection with such opportunity.

Ineligible Products

Certain products will be ineligible for referral fees, and will be marked as such in the deal submission process and/or will be inaccessible to Partner when submitting a referral.

Maximum Fee

The maximum referral fee SUKL will pay to Partner with respect to an opportunity that results in a closed opportunity is \$15,000 per Mature Market opportunity and \$100,000 per Growth Market opportunity (or if the opportunity is not in US dollars, the applicable currency equivalent of such amounts).

Referral Fees

The following tables set out the applicable referral fee rates for qualifying referrals, and the types of referrals ineligible for fees.

Referral Type	Market	Referral Fee
Sourced Referral	Mature Market*	5% of First Year Net Revenue
	Growth Market**	15% of First Year Net Revenue
Joint Referral	Mature Market	Mature Market opportunities resulting from joint sale efforts by SUKL and Partner are not eligible for referral fees.
	Growth Market	10% of First Year Net Revenue
Add-On / Upgrade	Mature Market	Mature Market add-on / upgrade opportunities are not eligible for referral fees
	Growth Market	Sourced or Joint Sales Growth Market percentage of First Year Net Revenue, as set forth above, provided referred customer has a valid and existing order form in place with SUKL at the time the referral is submitted and at the time the add-on / upgrade opportunity is closed.
Ineligible For Referral Fees		Description
Existing Opportunities		Referrals that convert into opportunities that are materially the same (i.e. same customer, same products) as opportunities that are in SUKL's active sale process at the time of the referral, or were in process longer than thirty (30) days prior to the referral submission, are not eligible for Sourced referral fees.
Renewal Opportunity		Opportunities that are renewals are not eligible for referral fees.
Public Sector / Non Profit		Opportunities where the referred customer is a non-profit or government entity (including any agency or department thereof), political party, enterprise owned wholly or in part or controlled by a government, or public international organization (such as the World Bank), or any other entity or person acting on behalf of any such government, political party, enterprise, or public international organization, are not eligible for referral fees.
Subscription Term < 1 Year		Opportunities with a term of less than one year are not eligible for referral fees.
Revenue Beyond First Year		Opportunities with a term of more than one year are only eligible for referral fees with respect to the First Year Net Revenue.
Not in Good Standing		Opportunities where the referring Partner is not in good standing at the time of SUKL's payment processing, or is in breach of the terms of the FPPA or these Policies, are not eligible for referral fees.
Failure to Follow Process		Opportunities where the referring Partner has failed to follow the process set out in these Policies are not eligible for referral fees.

Customer Prohibition / Payment	Opportunities where the referred customer prohibits the inclusion of such fees in its payments to SUKL, or where the referred customer has paid or will pay such fees directly to Partner, are not eligible for referral fees.
Self Referrals	Opportunities referred by Partner are not eligible for referral fees where (i) the referred customer is the Partner or (ii) where the referred customer is an Affiliate of the Partner.
Violation of Law	Notwithstanding any other provisions in the FPPA or these Policies, Partner will not be entitled to referral fees: (i) if such fees are prohibited or limited by English law or in the jurisdiction where the applicable Partner or referred customer is located, (ii) if such Partner has used illegal, unethical, or improper means to generate such referral or if it has promised, given, offered, or authorized the provision of money or anything of value to anyone to improperly influence the award or retention of business in connection with such referral, or (iii) if the referred customer is in any sanctioned country (including Cuba, Sudan, Iran, North Korea, Syria, and Crimea or any other countries included on lists maintained by the Foreign & Commonwealth Office), on any Specially Designated Nationals lists, or on any other denied parties lists.

* See definition of Mature Markets on page 3.

** See definition of Growth Markets on page 3.

Partner Affiliates, Mergers, and Acquisitions

If any Partner is an Affiliate of another Partner, where "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, and "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, and the Partners are in different Tiers, the highest Tier associated with any Partner Affiliate will be deemed to apply to all Partners Affiliates for purposes of eligibility for referral fees. For example, if a Partner is not an Affiliate of another Partner when it joins the Program, but becomes an Affiliate of another Partner during a program year (e.g. following a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or because its Affiliate later joins the Program), each Partner's Tier will be considered separately for purposes of referral fee eligibility until the start of the next program year, at which time the highest Tier associated with any Partner Affiliate will be deemed to apply to all Partners Affiliates for purposes of eligibility for referral fees.

Payment Processing

SUKL will calculate referral fees on a monthly basis, and payment of a fee will be processed within forty-five (45) days of the end of the month during which payment is received by the referred customer. Payments made to Partner hereunder will be made by wire transfer, unless otherwise agreed between the parties.

Minimum Threshold for Fee Payment

The minimum monthly threshold for referral fee payments will be \$250 (or if the opportunities are not in US dollars, the applicable currency equivalent of \$250). If the referral fees due to a Partner for opportunities closed during a given month meet or exceed the threshold amount, SUKL will remit such amounts to Partner as discussed herein. If Partner's fees for such month do not meet the threshold, Partner's right to referral fees for that month are dormant. Dormant fee amounts may roll forward for one month only after which time they are forfeited.

Referral Fee Refunds

If SUKL makes a referral fee payment to Partner in error, or if the applicable order form between SUKL and the referred customer is terminated before its agreed upon expiration date, SUKL will be entitled to a refund of the corresponding referral fee payments made to such Partner (provided that if a non-paying customer does ultimately pay all amounts due, SUKL will repay Partner the applicable fees less a deduction for collection and administrative costs, not exceeding half of the total fee). SUKL may in its sole discretion choose to either offset such refundable amounts against fees SUKL owes to Partner hereunder, or invoice Partner for the refundable amounts; invoiced amounts are due and payable within thirty (30) days of the invoice date. SUKL's right to a refund of which SUKL has not notified Partner will expire ninety (90) days after the one-year anniversary of the start date of the applicable order form.

Partner Responsibility

Each Partner is responsible for managing the referrals it submits; should Partner have concerns about the timely review, processing, approval or rejection of a referral it has submitted, such Partner should submit a case via partners@flexpricer.com within (30) days of the date on which the associated opportunity is closed.

Personal Data

In submitting personal data in connection with a referral, Partner will comply with all applicable laws governing Partner's collection, storage, processing, use and transfer of such information. As the data provider, Partner warrants that it has provided all appropriate notices to data subjects and obtained all appropriate consents to transfer data to SUKL and allow its processing according to the terms of the FPPA and these Policies. Partner authorizes SUKL to process such data as reasonably required to exercise SUKL's rights and perform SUKL's obligations under the FPPA and these Policies; Partner acknowledges that SUKL may be required to provide personally identifiable information to third parties to comply with legally mandated reporting, disclosure, or other legal process requirements.

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Please email partners@flexpricer.com

