

SOLUTION-PARTNER PROGRAM TERMS

THESE SOLUTION-PARTNER PROGRAM TERMS ARE INCORPORATED BY REFERENCE INTO THE PARTNER ENGAGEMENT FORM, AND GOVERN PARTNER'S PARTICIPATION IN THE SOLUTION-PARTNER PROGRAM AS SET OUT IN THESE PROGRAM TERMS ("PROGRAM").

Words defined in the Solution-Partner GTC apply to these Program Terms, and the Appendices. Singular words include the plural and vice versa. Defined words include their grammatical forms.

1. PARTNER ENTITLEMENTS. Optimizely grants Partner non-exclusive rights to: (i) market applicable Solutions ("Market"); and (ii) refer applicable Solutions in accordance with the Referral Appendix ("Refer", and "Referral"); and/or (iii) resell applicable Solutions in accordance with the Resale Appendix ("Resell", "Resale").

1.1 Partner rights to Market, Refer and/or Resell are limited to specified regions and countries in the Partner Engagement Form or as agreed in writing with Optimizely (email acceptable).

1.2 All Resells and Referrals are subject to their respective Appendices.

2. PARTNER-LEVELS. Program tiers are assigned to may be achieved by Partner ("Partner-Levels"). Partner-Levels and descriptions are detailed below in 2.1. Benefits and requirements are based on the Partner-Level. **I.** Partner will automatically start at the Bronze Partner Level. **II.** To maintain their Partner-Level, Partner must meet the Minimum Requirements, including the Minimum Revenue Requirements and the Minimum Enablement Requirements, annually ("Performance Year"). **III.** Optimizely reviews Partner Levels annually ("Partner Level Review"). Partner can advance by achieving the required Minimum Requirements from the previous Performance Year. **IV.** Optimizely may promote Partner to a higher Partner Level if they exceed the Minimum Requirements. **V.** If Partner fails to meet the Minimum Requirements, Partner may be downgraded by Optimizely to a lower Partner-Level. **VI.** Bronze Solution-partners inactive for 12 months may have their Agreement terminated. **VII.** Partner-Levels may vary by country or region based on performance, and Partner-Levels are awarded based on meeting the Minimum Requirements, including the Minimum Revenue and Enablement Requirements. **VIII.** Any changes in Partner-Level will be communicated to Partner, and Requirements and Benefits will be adjusted at the new Partner-Level.

2.1 The Partner-Levels and descriptions are as follows:

Bronze Partner Level	Silver Partner Level	Gold Partner Level	Platinum Partner Level	Premier Platinum Partner Level
<ul style="list-style-type: none"> Initial Tier New Partner or Smaller Organizations Varying Competency Limited Customer Base 	<ul style="list-style-type: none"> Documented Optimizely Competency Implementation Experience Established Customers 	<ul style="list-style-type: none"> Proven Optimizely Competencies Documented Delivery Expertise Established Product Expertise Certified Resources 	<ul style="list-style-type: none"> Comprehensive Competency and Implementation Experience Comprehensive Product Expertise Large Number of Certified Resources 	<ul style="list-style-type: none"> Elite Tier Extensive Optimizely Competency and Implementation Experience Extensive Product Expertise and Certified Resources Highly Specialized in Optimizely Solutions

Optimizely reserves the right to modify this table and its associated information at any time, without prior notice.

3. BENEFITS. The table below highlights the benefits Partner may receive from the Program, depending on their Partner-Level ("Benefits"):

Membership Benefits	Bronze	Silver	Gold	Platinum	Premier Platinum
Partner Center & Sales Tools	Yes	Yes	Yes	Yes	Yes
Partner Events	Yes	Yes	Yes	Yes	Yes
Business & Marketing Planning			Yes	Yes	Yes
Development Funds (Market & Education)			Yes	Yes	Yes
Optimizely Executive Sponsorship					Yes

Internal Use Discount	Bronze	Silver	Gold	Platinum	Premier Platinum
On-Prem License	30%	50%	75%	100%	100%
Software Services	10%	20%	30%	30%	30%

Marketing Benefits	Bronze	Silver	Gold	Platinum	Premier Platinum
Digital Marketing Materials	Yes	Yes	Yes	Yes	Yes
Partner Level Logo	Yes	Yes	Yes	Yes	Yes
Partner Visibility on Optimizely.com		Yes	Yes	Yes	Yes
Partner Awards Consideration		Yes	Yes	Yes	Yes
Partner Advisory Board			By Invitation	Yes	Yes
Joint Marketing Events			By Invitation	Yes	Yes

Sales Enablement Benefits	Bronze	Silver	Gold	Platinum	Premier Platinum
Digital Sales Support Materials	Yes	Yes	Yes	Yes	Yes
Partner Sales Enablement Training	Yes	Yes	Yes	Yes	Yes
Account Mapping		By Invitation	Yes	Yes	Yes

Education Benefits	Bronze	Silver	Gold	Platinum	Premier Platinum
Free eLearning Training	Yes	Yes	Yes	Yes	Yes
Scheduled Training Discount	25%	25%	25%	25%	25%
Certification & Training Plan	Yes	Yes	Yes	Yes	Yes

Developer & Support Benefits	Bronze	Silver	Gold	Platinum	Premier Platinum
Developer Product Support	Yes	Yes	Yes	Yes	Yes
Self-Deployments	Yes	Yes	Yes	Yes	Yes
Development & Demonstration Licenses	Yes	Yes	Yes	Yes	Yes
Optimizely Sandboxes	Yes	Yes	Yes	Yes	Yes
Assigned Partner Manager		By Invitation	Yes	Yes	Yes
Influence Product Release Priorities			By Invitation	Yes	Yes

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3.1. Sandbox & Development Environments: Optimizely will provide development and sandbox environments as necessary for Partner's demonstration purposes to Leads of the Solutions, and for development of code related to the Solutions. Access will be at no cost to Partner. Access to and use of the development and sandbox environments is limited to non-production and non-commercial use. These environments may also be subject to additional terms, guidelines, and policies, and access may be suspended, limited, or terminated at Optimizely's discretion. Depending on the specific solution and setup requirements, there may be additional costs related to access or configuration. If such additional costs apply, Optimizely will communicate them in advance, and Partner will have the opportunity to review and approve them before proceeding.

3.2. Partner Restrictions. I. Partner may not use the Solutions or intellectual property for third parties without a valid purchase agreement with Optimizely. II. Commercial use of developer and demonstration license is strictly prohibited. III. These licenses cannot be used for public facing sites or servers. IV. Licenses cannot be used to operate environments (testing, staging, production) for End-Customers where economic value is created. Economic value can be thought of as performing work where Partner is compensated by the End-Customer. V. Optimizely can revoke licenses immediately if abuse is suspected, without limiting other remedies or claims under contract and applicable laws.

3.3 Referral Fees: Referral Fees are set out in the Referral Appendix.

3.4 Resale Discount: Discounts on Resells are set out in the Resale Appendix.

3.5 Development Funds: Partner may receive Development Funds for marketing or educational services. These funds must be used within twelve (12) months of issuance.

Partner Level	Bronze	Silver	Gold	Platinum	Premier Platinum
Development Funds <i>Optimizely Solutions & Subscription Licenses</i>			5% Year 1	5% Year 1	5% Year 1

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4. REQUIREMENTS. As a Program participant, Partner must: (a) use commercially reasonable efforts to Market Solutions to its customers; (b) grant Optimizely a non-exclusive right to use its name and logo (“**Partner Trademarks**”), and to disclose that Partner is a participant to the Program; (c) and comply with the requirements identified in this section 4 (“**Requirements**”).

Partner Level Requirements. The applicable Requirements for each Partner-Level are set out in the below table:

Minimum Requirements	Bronze	Silver	Gold	Platinum	Premier Platinum
Appropriate Financial Standing	Yes	Yes	Yes	Yes	Yes
Demonstrated Marketing	Yes	Yes	Yes	Yes	Yes
Minimum One Territory Established Sales Resources	Yes	Yes	Yes	Yes	Yes
Demonstrated Referral or Resale		Yes	Yes	Yes	Yes
Assign a Partner Manager		Yes	Yes	Yes	Yes
Optimizely Logo on Partner Website		Yes	Yes	Yes	Yes
Annual Marketing & Referral/Resell Plan		Yes	Yes	Yes	Yes

Minimum Revenue Requirements	Bronze	Silver	Gold	Platinum	Premier Platinum
Annual New Sales Revenue (USD)	\$50,000	\$100,000	\$150,000	\$500,000	\$1,000,000
Report Prospects	Yes	Yes	Yes	Yes	Yes

Minimum Enablement Requirements	Bronze	Silver	Gold	Platinum	Premier Platinum
Optimizely Certified Professionals	1	3	7	10	20
Sales-Enabled Resources	2	5	10	20	30

Minimum Revenue Requirements and *Annual New Sales Revenue* refer to the value of Solutions attributed to Partner through a Referral, Resell or Co-Sell in the previous Performance Year. The Rules of Engagement apply to Minimum Revenue Requirements, Annual New Sales Revenue and Enablement Requirements.

Optimizely reserves the right to update Requirements from time to time. Unless otherwise agreed (in writing), updates to the Requirements will only be effective to Partner in Partner’s following year of Program participation.

5. BEST PRACTICES AND STANDARDS. Optimizely provides training and technical support to Program participants.

5.1 Partner must achieve technical expertise and certification to supply Solutions. These requirements are updated periodically and include the best practices and standards to meet Optimizely customer expectations.

5.2 Optimizely or its approved subcontractor offers fee-based training and certification testing for Partner personnel to obtain and maintain appropriate competency and technical expertise. In addition to fee-based options, Optimizely will also provide free online training to ensure accessibility and flexibility for Partner personnel.

6. RFP AND TENDER RESPONSES. Optimizely may collaborate with multiple Solution-partners when responding to Request for Proposals (RFPs) or tenders (Tenders). Upon request from Partner, Optimizely will (unless prohibited by the conditions of a Tender), advise Partner of its participation in the Tender, (but not its pricing, or any other confidential information). Optimizely is not obliged to disclose if other Solution-partners are responding to the Tender. Partner must not disclose their pricing to Optimizely in relation to Tenders.

7. MULTIPLE PARTNERS. If multiple Solution-partners (including Partner) claim a Referral Fee for the same Referral or a Co-Sell, Optimizely will determine the allocation of the Referral Fees, and notify each Solution-partner.

8. PROFESSIONAL SERVICES. Partner may provide End-Customers, including implementation and code development related to Solutions (“Professional Services”). If Partner is performing Professional Services for a Solution for the first time, Partner must work with Optimizely’s Expert Services. If Partner uses a third party, they must be Optimizely certified for that applicable Solution. When performing Professional Services independently, Partner must adhere to several key requirements: (i) Ensure that the applications they develop align with industry and Optimizely’s standard practices, which include holistic functional testing, security testing, and performance/scaling testing (PnS testing). These standards are detailed on the Optimizely World website <https://world.optimizely.com/>. (ii) Use Optimizely certified or appropriately trained personnel, such as implementors, strategists, onboarders, developers, and other technicians. (iii) Communicate any third-party tools (e.g. development, deployment, testing, etc) that become standard operating procedures for the End-Customer to utilize the Solution to Optimizely during the project close-down phase. (iv) Ensure that Partner-developed frameworks and/or middleware do not prevent End-Customers’ from upgrading to the latest version of the Solution. (v) Ensure that software enhancements do not create excessive operating costs. If such costs are incurred by Optimizely, Partner must work in good faith with Optimizely to implement improvements at their own expense and in a timely manner to maintain customer goodwill. (vi) If Partner breaches their obligations or refuses to correct issues after notification, Optimizely may terminate the Agreement with thirty (30) days’ notice.

GLOSSARY

Agreement: The agreement as defined in the Partner Engagement Form, incorporating these Program Terms and all applicable Appendices.

Co-Sell: When Partner contributes to an Optimizely-sourced opportunity for a completed Solution sale by Optimizely.

Deal Registration Form: <https://www.optimizely.com/partner-lead-registration-form/>, and also as available from the Partner Portal, as may be updated from time to time by Optimizely.

Customer Contract: As defined in the SP-GTC; namely Optimizely’s Solution contract with Partner in the case of Resale, and the Qualified Lead (as End-Customer) in the case of Referral as End-Customer.

License Centre: <https://optimizely.navexone.eu/home>.

Rules of Engagement: as published by Optimizely in the Partner Portal under Program Resources, as updated from time to time by Optimizely.

Software Service: Optimizely’s Software-as and Platform-as services.

Solutions: Software (perpetual and subscription) and Software Services.

Solution Terms and Conditions:

- **On-Premises Terms:** For subscription-based on-premises sales, the Optimizely’s then-current Subscription End User License Agreement (“SEULA”), and for perpetual-based on-premises sales, Optimizely’s then-current End User License Agreement (“EULA”); and as applicable Optimizely’s then-current Maintenance and Support, the Maintenance and Support Description (“M&S”).
- **Software Service Terms:** Optimizely’s then-current Software Service Use Terms (<https://www.optimizely.com/legal/software-services-use-terms>), together with the Product Supplement¹, Service Level Agreement², and Support Policy³, and Data Processing Agreement⁴, and other then-current incorporated exhibit in Optimizely’s standard Software Services Subscription Agreement and order form.

End Note. Singular words include the plural and vice versa. Defined words include their grammatical forms.

¹ Product Supplement - <https://www.optimizely.com/legal/product-supplement>

² Service Level Agreement - <https://www.optimizely.com/legal/service-level-agreement/>

³ Support Policy - <https://www.optimizely.com/legal/support-policy>

⁴ Data Processing Agreement - <https://www.optimizely.com/Trust-Center/data-processing-agreement/>