

## SOLUTION-PARTNER PROGRAM REFERRAL APPENDIX

THIS REFERRAL APPENDIX (“SP-REFERRAL TERMS”) IS INCORPORATED BY REFERENCE INTO THE PARTNER ENGAGEMENT FORM, AND APPLIES TO PARTNER WITH RESPECT TO SOLUTION RESELLING.

Words defined in the Program Terms and the SP-GTC apply to this Appendix. Singular words include the plural and vice versa. Defined words include their grammatical forms.

**1. MARKET AND TERRITORY.** Optimizely does not approve referrals in all countries due to challenges such as language, currency, tax, and customer support issues ("Relevant Reasons"). In these cases, Referrals are not available. Partner should adjust its Marketing strategies to reflect these limitations. If Partner wishes to make a Referral in a country not approved by Optimizely, they must notify and agree with Optimizely on the Referral activities for those specific countries. Partner assumes all Marketing and Referral risk for non-approved Referral activities.

**2. LEAD QUALIFICATION.** To nominate a potential lead ("Referred Lead"), Partner submits a Deal Registration Form (accurately completed) to the Partner Portal. Optimizely will inform Partner of Optimizely’s acceptance or rejection (with reasons) of a Referred Lead within seven days of receiving the fully completed Deal Registration Form. Optimizely shall not be obliged to respond to Partner with respect to an incomplete Deal Registration Form. As between Optimizely and Partner, an accepted Referred Lead is considered a qualified Lead (“Qualified Lead”). A Qualified Lead must advance to a reasonably firm commercial proposal opportunity with Optimizely within twelve months (unless extended by Optimizely, with notice to Partner) of its Qualified Lead status date, or its Qualified Lead status will expire. Optimizely will not engage directly with a Qualified Lead without Partner’s prior consent.

**3. REFERRED LEAD DECLINE.** Optimizely may in good faith decline a Referred Lead for any of the following reasons: **I.** - Optimizely had already submitted a proposal to the Referred Lead for the same (or materially) opportunity as was registered by Partner; **II.** - Optimizely provides evidence of face-to-face meetings or meaningfully phone (including video) conversations with the Referred Lead for the same (or materially similar) opportunity as was registered by Partner within the last six months preceding the submission of the Deal Registration Form; **III.** - Optimizely had already received a referral to the Referred Lead from another Solution-Partner or a third party for the same (or materially similar) opportunity; **IV.** - Optimizely had already logged the same (or materially similar) opportunity in its customer-relationship management (CRM) tools; or **V.** - Referred Lead does not convert to contracted End-Customer within twenty-four months (unless extended by Optimizely), with notice to Partner.

**4. REFERRAL FEES.** For each Qualified Lead that purchases Solutions, Optimizely will pay Partner the applicable referral fee (“Referral Fee”). Referral Fees are not paid on any related Optimizely Professional Services sold to a End-Customer. Referral Fees are as calculated as follows -

Partner Level	Bronze	Silver	Gold	Platinum	Premier Platinum
<b>Referral Fees</b>	5% (Max 2- years)	5% (Max 2- years)	10% (Max 2- years)	20% Year 1 only	20% Year 1 only

**Payment Process.** Optimizely will generate a monthly report detailing the commercial arrangements of the Customer Contract/s and the corresponding Referral Fees for that month. Within sixty (60) days following the end of that month, Optimizely will notify Partner via email of the Referral Fees eligible for invoicing. Partner must issue an invoice to Optimizely for the specified amount within thirty (30) calendar days of receiving the notification email. Failure to do so may result in the forfeiture of the Referral Fees. Partner must ensure it is correctly set up as an Optimizely vendor, and have provided its banking information, as outlined in the Partner Portal, and that its information remains accurate and current. Invoices must include accurate payment instructions. Upon receiving the invoice, Optimizely will verify that payment has been received from the End-Customer. If eligible, Optimizely will process the payment to Partner within thirty (30) calendar days.

**5. PAYMENT TERMS.** Optimizely will pay Partner correctly-invoiced Referral Fees thirty (30) days after the effective date of the applicable signed Customer Contract, subject to Optimizely’s receipt from End-Customer of all fees payable to Optimizely under that Customer Contract. Optimizely will not be liable for any payments to Partner for Referred Leads not compliantly registered by Partner, and accepted by Optimizely in accordance with this Referral Appendix.. All Referral Fees will be paid in the currency used by Optimizely for that country.

**6. PARTNER OF RECORD.** When an End-Customer purchases Solutions through a referral, the referring Partner is recorded as the ‘Partner of Record’ in Optimizely’s customer support systems. The Partner of Record is responsible for supporting Optimizely during the sales and post-sales processes, be actively engaged with the customer, and serve as the primary point of contact for any issues related to the use, development, or support of Solutions. The Partner of

Record must ensure that all Referral activities are approved and conducted according to Optimizely's guidelines, maintain accurate information on the Deal Submission Form, and adhere to the agreed-upon pricing for cloud-based Solutions in the End-Customer's home country. Additionally, the Partner of Record must assist Optimizely in obtaining the End-Customer's agreement on Usage Terms. Multiple Partners of Record can be designated for a single account when different partners are engaged in distinct areas, such as IT and Marketing, to help close the deal. If an End-Customer discontinues their subscription or if Partner ceases to be the designated Partner of Record during a Subscription Term for which Referral Fees have been paid, Optimizely reserves the right to recoup a proportionate amount of the Referral Fees. This adjustment reflects the duration the subscription was active or the period Partner maintained the Partner of Record status.

**7. CUSTOMER CONTRACTS.** Partner acknowledges that all Customer Contracting is based on the Solution Terms and Conditions (as defined in the Program Terms)