

SOLUTION-PARTNER REFERRAL (ONLY) APPENDIX

This Referral Appendix (“**Referral-only Terms**”) is incorporated by reference into the Partner Engagement Form, and applies to Partner with respect to Solution Referrals (but excluding Program participation).

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

1. **Solution-Partner Program Terms.** Partner is not a participant in the Solution-Partner Program, and the Program Terms referred to in the Partner Engagement Form do not apply to Partner. Partner’s sole role with Optimizely is limited to these Referral-only Terms.
2. **Partner Entitlement.** Optimizely grants Partner non-exclusive rights to: (i) market applicable Solutions (“**Market**”); and (ii) refer applicable Solutions in accordance with this Appendix (“**Refer**”, and “**Referral**”). Partner’s rights to Market and Refer are limited to specified regions and countries detailed in the Partner Form, or as agreed in writing with Optimizely (email acceptable). All Referrals are subject to this Appendix.
3. **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.
4. **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 **eighteen 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.
5. **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) the Referred Lead does not convert to contracted end-customer within twenty-four months (unless extended by Optimizely), with notice to Partner.
6. **Referral Fees.** *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 an End-Customer. *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 calendar days of receiving the notification email. Failure to do so, without reasonable excuse, 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 calendar days.
7. **Payment Terms.** Optimizely will pay Partner correctly-invoiced Referral Fees thirty 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 Appendix. All Referral Fees will be paid in the currency used by Optimizely for that country.
8. **Customer Contracts.** Partner acknowledges that all Customer contracting is based on the Solution Terms and Conditions.
9. **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.
10. **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.

11. Best Practices and Standards. Partner must be sufficiently competent to market and resell solutions. Optimizely requirements are updated periodically and include the best practices and standards to meet optimizely customer expectations. Partner must comply, at their cost, with any optimizely-required competency training.

12. 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.

13. 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 fFes, and notify each solution-partner.

GLOSSARY

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

Customer Contract: Optimizely's Solution contract with Partner's Qualified Lead as an End-Customer.

On-Premise 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, the Optimizely 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: Optimizely's Software-as and Platform-as services.

Software Service Terms: Optimizely's then-current Software Service General Terms and Conditions (<https://www.optimizely.com/legal/software-service-general-terms-and-conditions>) together with the Product Use Terms¹, 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.

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

Solution Terms and Conditions: the Software Service Terms and the On-Premise Terms, as applicable.

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

¹ Product Use Terms - <https://www.optimizely.com/legal/product-use-terms/>

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/>