

Optimizely Technology Partner Program Policies

Silver, Gold and Platinum Partner

version date: [06/06/2021]

Thank you for your interest in the Optimizely Technology Partner Program. This document, the Optimizely Technology Partner Program Policies ("**Partner Policies**") is only for use with, and applies to, Optimizely's Technology Partners with a signed Optimizely Technology Partner Agreement ("**OTPA**"). Unless otherwise defined, capitalized terms in the Partner Policies have the same meaning as in the OTPA.

From time-to-time, Optimizely may modify or update these Partner Policies as described in the OTPA, so the partner should review this page periodically for updates. The Partner Policies are binding for the Partner.

Purpose

The goal of the Optimizely Technology Partner Program is to generate business for both companies while creating wildly successful Optimizely customers, winning the Digital Experience market, and scaling for growth. As such, Optimizely will increase support and benefits for partners as our joint business increases and as partners help our joint customers achieve greater success with Optimizely.

Optimizely offers three Program Tiers to the Optimizely Technology Partner Program:

1. **Silver Partner**
2. **Gold Partner**
3. **Platinum Partner**

As part of the OTPA, Partner agrees to participate in the Optimizely Technology Partner Program under the terms and conditions of the OTPA and these Program Policies.

Optimizely's Partners should read these Program Policies carefully as they contain the specific Requirements, Ongoing Commitments, and Benefits applicable to their Program Tier.

Contents

1. Program Overview
2. Program Tiers and Benefits
3. Referral Program
4. Lead Qualifications
5. Referral Fees and Qualified Leads
6. Referral Payment Policies
7. Payment Terms
8. Optimizely Technology Partner Program Administration
9. Program Tier Status

1 Program Overview

The Optimizely Technology Partner Program is designed to recognize, reward, and enable the success of businesses that recommend Optimizely to prospects and provide professional services and sales to Optimizely's customers.

The Optimizely Technology Partner Program is managed around the following components:

- **Program Tiers** - there are three tiers of the Optimizely Technology Partner Program: Silver, Gold, and Platinum *Partners* each with their own minimum Requirements and Ongoing Commitments. A Partner must meet certain commitments each **Program Year** (1 January to 31 December) to maintain good standing in their Program Tier. Failure to meet the commitments of the Partner's Program Tier may result in moving into a lower Program Tier or out of the Optimizely Technology Program entirely.

- **Benefits** - The benefits of a partnership with Optimizely for participation in the Optimizely Technology Partner Program are specific to the Partner's Program Tier.

2 Program Tiers and Benefits

Requirements and Commitments

Overview of Partner Tiers - The Optimizely Technology Partner Program benefits and requirements are based on program tiers a Partner may achieve ("Partner Tiers"). Achieving a Partner Tier in a Country allows the Partner to engage in sales and marketing activities with Optimizely in that Country. Partner Tiers are issued to Partners on a bi-annual basis per Country by the Partner achieving a specific set of requirements (as defined in this Agreement) related to sales success and Optimizely competency totals from the previous 12 months. The Partner may be promoted during the current calendar year should they exceed the minimum requirements for the next Partner Tier.

Partner has no previous Optimizely sales success or competency, the Partner shall be assigned the Silver Partner Tier for the calendar year in which Partner signs the OTPA. A Partner's Partner Tier may vary by Country. The Partner shall always maintain the minimum Partner Tier requirements for the Silver Partner Tier in a single Country. Should the Partner no longer meet the requirements for Tier, Gold Level, Platinum Level in a specific Country for 12 consecutive months, the Partner may move down one Partner Tier. Should the Partner no longer meet the requirements for the Silver Partner Level for at least one Country, the Partner may be terminated at Optimizely's discretion.

Table 1: Membership Benefits

Membership Benefits	Description	Silver Partner	Gold Partner	Platinum Partner
Co-Marketing Benefits				
Technology Directory Listing Optimizely.com	Partners will be listed on Optimizely.com in recognition of their commitment to the partnership	✓	✓	✓
Optimizely App Marketplace Directory Listing	Partners will be listed on Optimizely App Marketplace in recognition of their commitment to the partnership	✓	✓	✓
Optimizely Partner Level Logo	Partner is eligible to use the appropriate Optimizely Partner logo on Partner marketing materials, website, and other relevant collateral, subject to the restrictions in the OTPA	✓	✓	✓
Field Ready Kit Template - Digital Marketing Materials	The Partner to Provide a Company One Pager, a document to showcase the partner to both prospective customers for partner services and to internal Optimizely staff to build Partner brand awareness. This document should include the relevant services that a partner provides, customer logos, highlight any unique aspects of their capabilities, and have contact information for inquiries.	✓	✓	✓

Thought Leadership Driven by Optimizely Content Strategy	-	By Invitation	✓	✓
Partner Awards Inclusion	-		✓	✓
Marketing Development Funds (MDF)	For a partner to be allocated MDF, the partner must have had an active role in the sales process. See the rules of engagement on the Partner Portal Page: https://www.episerver.com/partner/about-the-program/mdf-edf/		✓	✓
Co-Branded Marketing Opportunities	Platinum and Gold Partners have the opportunity to join forces with Optimizely to co-market products/services.		✓	✓
Support & Co-Selling				
Eligible for Referral Commission	Optimizely will pay a referral commission as described in these Partner Policies and in the OTPA. The Partner may decline to participate in receiving Commissions either generally or for a specific deal (for example, if the Partner's business model or relationship with its client doesn't permit receipt of referral commissions). Commission is a percentage of Net Revenue as described in the OPAMP.	5%	15%	20%
Partner Portal	Optimizely will provide access to a portal containing resources to allow the Partner to efficiently gather relevant Optimizely Technology Partner Program updates, register deals, and monitor Optimizely Technology Partner Program progress.	✓	✓	✓
Partner Communications	Receive email communications from Optimizely	✓	✓	✓
Optimizely Partner Events	Receive invitations to Optimizely partner marketing events	✓	✓	✓
Optimizely Opportunity Support	-	✓	✓	✓
Sales Tools	-	By Invitation	✓	✓
Account Planning	-	By Invitation	✓	✓
Named Partner Manager	Optimizely will name a Partner Manager to be the main point of contact for the partnership within Optimizely. The Partner Manager owns the partner relationship and is a highly trained consultant on Optimizely sales, marketing, and operational processes who will work directly with the Partner to ensure joint success and mutual growth.		✓	✓
Optimizely Executive Sponsorship	-		✓	✓

Annual Business Plan	-		✓	✓
Eligible for Optimizely Customer Introductions	Partner will be eligible to receive introductions to Optimizely customers		✓	✓
Optimizely Endorsement Letter	-		✓	✓
On-boarding Package				
Initial App Certification	First certification of an app. This includes App's, that use Optimizely's external APIs or JavaScript apps. The certification is executed within a certification/demo session.	Additional Fee for Partner	✓	✓
Initial App Verification	Optimizely Content and Commerce Cloud are based on the Microsoft Tool stack and can be extended with so-called NuGet packages. These packages live within instances provided as part of Optimizely's cloud offerings and bind tightly to our software offering. A detailed verification of these packages is executed, including relevant security tests.	Additional Fee for Partner	Additional Fee for Partner	✓
Optimizely Development Sandbox DXP	Sandbox is only to be used by partner employees for training, app development and demoing purpose	Additional Fee for Partner	✓	✓
Optimizely Experimentation Sandbox Demo Environment	Partner will be provided an Optimizely Sandbox Account that provides certain features and capabilities with a limited number of Impressions. This Sandbox Account is for internal training purposes and sales demonstrations. Sandbox Account usage on customer/client or prospect properties (websites, mobile apps, server side, etc) is prohibited.	Additional Fee for Partner	✓	✓
Access to Optimizely Academy	Optimizely Academy access includes the Optimizely Academy, Knowledge Base, Community, and Certifications. https://www.optimizely.com/academy/paths/	✓	✓	✓
Partner Program Requirements				

Signed Optimizely Technology Partner Agreement	<p>Review and sign Optimizely Technology Partner Agreement (OTPA).</p> <p>The Optimizely Technology Partner Agreement permits Partner (as identified in the OTPA) to participate in the Optimizely Technology Partner Program</p>	✓	✓	✓
Tax Form: W-9	<p>If the Partner is located within the United States, the Partner must complete a W-9 tax form in order to receive referral payments.</p> <p>Document link:</p> <p>https://www.irs.gov/pub/irs-pdf/fw9.pdf</p> <p>(or latest version available from the IRS)</p>	✓	✓	✓
Tax Form: W-8BEN	<p>If the Partner is located outside the United States, the Partner must complete the W-8BEN tax form in order to receive referral payments. Document link:</p> <p>https://www.irs.gov/pub/irs-pdf/fw8ben.pdf</p> <p>(or latest version available from the IRS)</p>	✓	✓	✓
Provide Wire Information to Optimizely	<p>For a Partner to receive a commission payment for a Commissionable Prospect we require company wire information to process payments.</p>	✓	✓	✓
Annual App Certification	<p>Certification of an app. This includes Apps, that use Optimizely's external APIs or JavaScript apps. The certification is executed within a certification/demo session.</p>	Additional Fee for Partner	Additional Fee for Partner	✓
Annual App Verification	<p>Optimizely Content and Commerce Cloud are based on the Microsoft Tool stack and can be extended with so-called NuGet packages. These packages live within instances provided as part of Optimizely's cloud offerings and bind tightly to our software offering. A detailed verification of these packages is executed, including relevant security tests.</p>	Additional Fee for Partner	Additional Fee for Partner	✓

Develop Integration with one or more Optimizely products	Partner must have intent to develop integration on App Marketplace	✓	✓	✓
Written documentation for integration published on Partner website and/ or collateral created	We require all Technology Partners to formally register their integration with Optimizely so we can better track which APIs are most important to our partners. Register your integration via Optimizely Labs	✓	✓	✓
Named Optimizely Business Lead at Partner	Partner will assign/name a representative to support the partnership from a business development, sales, and marketing perspective.		By Invitation	✓
Named Optimizely Technical Lead at Partner	Partner to assign a technical representative to support the Optimizely partnership from a technical enablement and training perspective.		✓	✓
Named Executive Sponsor	Partner to assign an executive sponsor to support the Optimizely partnership		By Invitation	✓
Annual Active Customers using integration	-		10	25

<p>Annual Revenue Commitment, or Minimum 6 Referred Deals</p>	<p>To qualify and remain qualified for the Platinum Partner Program Tier, a Partner must meet or exceed the annual revenue target in referred ACV (“Annual Contract Value”) to Optimizely per Program Year.</p> <p>This target refers to closed/won business from either new customers or new business from existing customers (expansions).</p> <p>Renewals without expansions do not count toward this target.</p> <p>For renewals with expansions, only the expansion amount will count toward the target.</p> <p>For deals in currencies other than USD, the conversion rate to USD will be the rate set in Optimizely’s systems for the particular deal.</p> <p>Optimizely may in its sole discretion set a pro rata ACV target based upon when the Platinum Partner joins the Optimizely Technology Partner Program, based upon such factors as historical and potential performance.</p> <p>And/ or</p> <p>The participating Partner must refer to Optimizely a minimum of 6 closed/won opportunities per Program Year. A closed/won opportunity is defined as closed/won business from either new customers or new business from existing customers (expansions), referred to Optimizely by the Partner, that procures a subscription of Optimizely Software and Services.</p>		<p>\$300,000</p>	<p>\$600,000</p>
---	--	--	------------------	------------------

Annual Business & Marketing Plan with Optimizely	The Partner and Optimizely teams will complete a joint Go-to-Market (GTM) plan each Program Year. This GTM plan will consist of a range of activities to ensure both organizations maximize the impact of the partnership and may include a marketing calendar of joint events and activities, training and enablement, customer and prospect account mapping, quarterly business reviews, identification of key stakeholders at each organization, and gap analysis to leverage opportunities for Optimizely and the Partner.		By Invitation	✓
--	--	--	---------------	---

3 Referral Program

3.1 This describes Optimizely’s referral program (the “**Referral Program**”), under which the Technology Partner may refer customers to Optimizely and receive a commission for the referral. The Technology Partner acknowledges that Optimizely may have opportunities presented to it by multiple partners which Optimizely must manage in an organized fashion. Accordingly, the parties shall adhere to the following:

- **Eligible Optimizely Services.** The Optimizely Services eligible for the Referral Program will be those designated by Optimizely. Optimizely reserves the right to add or remove additional Optimizely Services to this Referral Program from time to time.
- **Commissionable Prospects.** Potential customers which are referred to Optimizely and for which Technology Partner is due commissions are called “**Commissionable Prospects**”. For a prospect to qualify as a Commissionable Prospect, the following must occur: (I) Technology Partner must register the opportunity using the Opportunity Registration Form (ORF) provided by Optimizely or other process specified by Optimizely; (II) Optimizely approves the ORF under the terms of Section 3 below; and (III) Technology Partner must actively introduce Optimizely’s sales contact to the prospect, which, at a minimum, means introduction to an executive with budgetary responsibility for the department which would purchase a subscription to the Optimizely Service and arranging an initial meeting with that executive.
- **Approval of Opportunities.** A prospect is not a Commissionable Prospect and Optimizely may decline to approve an ORF if: (I) the prospect was an existing customer of Optimizely (or another Optimizely partner or referral agent) at the approval date of the ORF; (II) Optimizely (or another Optimizely partner or referral agent) was already involved in preliminary or advanced discussions with the prospect toward a license or sale as of the approval date of the ORF; (III) an ORF or document with substantially equivalent function has previously been submitted for the prospect by a third party to Optimizely; (IV) Technology Partner does not comply with the Referral Payment Policies set forth in the Partner Policies; or (V) Optimizely reasonably concludes that payment of a commission would result in payments of commissions to multiple parties, or reasonably determines that acceptance would otherwise be adverse to its business interests.
- **Prospect Management.** Once Optimizely approves a Commissionable Prospect, all subsequent contact with that entity with respect to the Optimizely Service shall be at the direction of Optimizely.
- **Scope.** Each ORF applies only to the exact account, Optimizely Service and project specified therein and shall not apply to any other sale (including, without limitation, any sale to any related party, alternate department, organization or affiliate, or any subsequent, additional or renewal sale to the same party). For clarification and the avoidance of doubt, each opportunity must be independently and separately registered as noted herein, including any add-on or follow-on opportunity with a prior referred customer.

4 Lead Qualifications

4.1 For each interested Lead, referring Partner will promptly complete and submit the Deal Registration Form available on the Partner Portal with a minimum detail of company name, contact information, Optimizely product and/or service interest, and timeline (the “Deal Registration Form”). Optimizely will notify referring Partner of Optimizely’s acceptance or rejection of a Lead within seven (7) days from the date the Lead Submission Form is received by Optimizely. Accepted Leads are referred to herein as “Qualified Lead(s)”. Optimizely may decline a Lead for one or more of the following reasons: (a) it has already submitted a proposal to such Lead for the same opportunity registered by referring Partner, (b) Optimizely has had one or more face-to-face meetings or substantial phone conversations with such Lead for the same opportunity registered by referring Partner during twelve (12) months preceding the receipt of the Deal Registration Form, (c) Optimizely has already received a referral to the Lead from a third-party, (d) Optimizely has already logged the opportunity in its customer relationship management tools, or (e) Lead does not convert to a Partner within eighteen (18) months.

For all Qualified Leads, Optimizely will contact referring Partner to discuss next steps and will not contact the Lead directly without the referring Partner’s prior consent. Unless specified in this Agreement, Optimizely and referring Partner will mutually agree on which Party will sell which products and services directly to a Qualified Lead.

4.2 For Request for Proposal (“RFP”) or when a non-registered prospect contacts Optimizely directly requesting partner recommendations, Optimizely will provide the names of several Partners and will encourage the prospect to conduct their own evaluation and selection process. Optimizely may work with a number of Optimizely Partners in responding to RFP.

5 Referral Fees and Qualified Leads

5.1 Partner may earn Product(s) Referral Fees where Qualified Leads become Customers purchasing Product subscriptions. For each Qualified Lead that purchases Optimizely products and services. Optimizely will to referring Pay Partner the applicable referral fee (“Referral Fee”). Set forth in Table 1 of this Partner Policy document. For avoidance of doubt, Referral Fees are not paid on any related professional or Optimizely Expert Services sold to a Customer.

5.2 If Optimizely uncovers an expansion deal without being notified by the Partner, the Partner may not be eligible for Referral Fees or recognition under this Agreement on the deal.

- The Referral Fee percentage shall be determined by the Partner’s Partner Tier in the Optimizely Technology Partner Program at the time of the referral as described in Table 1. Any questions regarding referral payments should be sent to Optimizely Partnerships team at Marketplace@optimizely.com. Partner agrees that any disputes on Referral Fees shall be finally decided by Optimizely, at its sole discretion. Any exceptions to the above policies must be approved by Optimizely’s Director of Partnerships.

6 Referral Payment Policies

Partners may participate in the Referral Program as described in the OTPA. In addition to the requirements set out in the OTPA, these Partner Policies, including the policies below, apply for eligibility for Commissions.

Additional requirements for Commissions	Description
Time window to Closed/Won	A Commissionable Prospect must either: sign an Order Form directly with Optimizely (a Closed/Won deal) within 12 months of when the Commissionable Prospect was first accepted by Optimizely.
Deal size minimum (new business)	<ol style="list-style-type: none"> Greater than or equal to 12 months in duration (for Optimizely’s SaaS subscriptions); and Greater than or equal to \$20K USD in Net Revenue.

When the Partner is due Referral Fees, Optimizely shall generate a report outlining the terms of the referral fees with Customer and Referral Fees due to the Partner following the month in which Optimizely receives an order. Optimizely will send an email to the Partner

sixty (60) days after month-end to notify the Partner of the Referral Fees they can invoice. Refer to Referral Fee Process on the Partner Portal for further details.

7 Payment Terms

7.1 Optimizely will pay Partner all applicable Referral Fees 30 days after Optimizely receives an accurately submitted order and corresponding payment from the Customer or Third-Party related to the Qualified Lead. Optimizely will not be liable for any payments to Partner for business that was not registered in accordance with this Agreement. Partner must provide the banking information and Optimizely vendor set up information, subject to change from time to time, as outlined on the Partner Portal upon execution of this Agreement. Partner is responsible for applicable value added tax, national/Federal, state, and local taxes associated with the receipt of Referral Fees. All Referral Fees will be paid in the currency that Optimizely uses for that Country.

7.2 Optimizely, in its sole discretion, reserves the right to accept or deny any applicant into the Optimizely Technology Partner Program. Partners may only represent themselves as members of the Program Tier to which they have been assigned and for which they continue to meet the Requirements as set out above. Optimizely may terminate the Partner's participation in the Optimizely Technology Partner Program at any time for non-compliance with any Requirements or Ongoing Commitments, as stated in the OTPA.

8 Optimizely Technology Partner Program Administration

8.1 The Optimizely Technology Partner Program is administered along the following:

8.1.1 Partners must continuously adhere to the Requirements and Ongoing Commitments applicable to their assigned Program Tier for the Program Year. Optimizely reserves the right to review any Partner's Program Tier eligibility and compliance on a quarterly basis.

- Partners must be able to demonstrate that they have met the Requirements and Ongoing Commitments for their applicable Program Tier at the time of a review.
- Partners must be on track to meet their Requirements and Ongoing Commitments within 12 months of reaching their current Program Tier, as determined by Optimizely in its sole discretion.
- Partners must continue to meet the recurring Program Tier Requirements and Ongoing Commitments for their applicable Program Tier.
- If the Partner fails to meet the applicable Program Tier Requirements and Ongoing Commitments, then Optimizely reserves the right to remove the Partner from the Optimizely Technology Partner Program by terminating the OTPA (as described in the OTPA), or downgrade a Partner from its current Program Tier to a lower Program Tier.

8.1.2 Optimizely's Director of Technology Partnerships must approve in writing any exceptions to the applicable Requirements and Ongoing Commitments of the applicable Program Tier for a particular Partner.

8.1.3 Optimizely's intention is to review and update these Partner Policies on an annual basis. However, Optimizely may update or modify these Program Policies in its sole discretion as described in the Optimizely Technology Partner Agreement.

8.1.4 Optimizely will, from time-to-time, survey Optimizely and Partner's joint customers to determine the Partner's Net Promoter Score, or another relevant scoring system. Partner agrees to help facilitate the administration of any customer surveys by providing introductions and contact information for their appropriate business contacts at the customer.

8.1.5 The Program Tiers are designated to one Optimizely Region. To participate in the Optimizely Technology Partner Program and obtain a particular Program Tier, including, for example, Optimizely Partner Directory Listings in multiple Optimizely Regions, the Partner must meet the Optimizely Technology Partner Program Requirements and Ongoing Commitments for each applicable Optimizely Region. Exceptions to this policy can be made based on the following:

- Additional office locations in other countries conduct business development and sales related activities only.

9 Program Tier Status

9.1 Partners who have been accepted into the Optimizely Technology Partner Program will, unless otherwise agreed with Optimizely, join as an Silver Partner. If you have any questions about which Program Tier is assigned for your organization, you can contact the Optimizely Partnerships team at Marketplace@optimizely.com for more information.

9.2 Promotion to a higher Tier

If a partner wishes to advance to a higher Tier, the Partner must meet the Annual Revenue Commitment, or Minimum 6 Referred Deals for that tier in the subsequent Program Year. Once the Partner has met these requirements, they will be eligible for review by the

Optimizely Partnerships Committee to assess and support the Partner in advancing to the next Tier. Please contact the Optimizely Partnerships team at Marketplace@optimizely.com for more information.

9.3 Lowering Program Tier from Platinum or Gold Partner to Silver Partner

Platinum and Gold Partners that no longer meet the Requirements and Ongoing Commitments of the Gold or Platinum Partner Program Tier, may, in Optimizely's sole discretion, be offered to move to the Silver Partner Program Tier.