



## **CROWNPEAK SOLUTION PARTNER AGREEMENT**

This Agreement is entered into between **Crownpeak Technology, Inc.** ("**Crownpeak**"), 707 17<sup>th</sup> Street, Suite 3800, Denver, CO, 80202, and **[Solution Partner Name]**, **[Solution Partner Address]** ("**Solution Partner**"), each a "**Party**" and together, the "**Parties**". This Crownpeak Solution Partner Agreement, including the Crownpeak Partner Program, all appendices and references, shall be the sole terms and conditions on this subject matter between the Parties ("**Agreement**"). The date of signature by Crownpeak to this Agreement shall be deemed the effective date of the Agreement ("**Effective Date**").

### **1. Grant of Rights.**

Crownpeak grants to Solution Partner a non-exclusive right to refer the Crownpeak Products directly to Customers, for the Customer's own use under the terms of this Agreement, and the Crownpeak Partner Program, as appended to this Agreement subject to Section 4 (Partner Program).

### **2. Solution Partner's Rights and Restrictions.**

Solution Partner's referral rights under this Agreement are non-transferable and non-sublicensable. Solution Partner will not, and will not permit any third party to: (a) sell, provide access to, distribute or sublicense the Crownpeak Products to a third party except as expressly authorized in this Agreement; (b) incorporate the Crownpeak Products into Solution Partner's products or services or resell the Crownpeak Products (c) use the Crownpeak Products under this Agreement for its own benefit; (d) use the Crownpeak Products to develop a similar or competing product or service; (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Crownpeak Products, except to the extent expressly permitted by Applicable Laws (and then only with Crownpeak's consent; (f) modify or create derivative works of the Crownpeak Products; (g) copy any element of the Crownpeak Products; or (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Crownpeak Products. Without limiting the foregoing, Solution Partner may not market, advertise or resell the Crownpeak Products through any online store, except to the extent such restriction is prohibited by Applicable Laws.

### **3. Solution Partner Conduct.**

Solution Partner will represent Crownpeak and the Crownpeak Products in a positive and professional manner at all times. Solution Partner shall ensure that its personnel who will be performing activities under this Agreement have satisfactorily completed a background investigation, reasonable for the given role, and subject to Applicable Laws. Solution Partner acknowledges the policies set forth in Crownpeak's Compliance Hub in the Crownpeak Governance Center ("**Solution Partner Policies**"), and will act consistently with those applicable to Solution Partner's performance under this Agreement. Solution Partner will not (a) disparage the Crownpeak Products, (b) represent itself as an agent or employee of Crownpeak, (c) engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, or (d) make any representations, guarantees, warranties or commitments regarding the Crownpeak Products: (i) in addition to or inconsistent with those in the product descriptions provided by Crownpeak with respect to the Crownpeak Products or (ii) on Crownpeak's behalf.

### **4. Partner Program**

The Partner Program at the date of execution of this Agreement is available at Schedule 2. The Partner Program, and any product, service, and other features, are subject to change and/or discontinuance by Crownpeak and updated information is available on the Partner Portal. Crownpeak reserves the right, in its sole discretion, to downgrade Solution Partner's Partner Level (as set out in the Partner Program) in the event Solution Partner fails to satisfy the minimum requirements set forth therein. Crownpeak also reserves the right, in its sole discretion, to upgrade Solution Partner to a higher Partner Level from time to time. A downgrade or an upgrade of the Partner Level will be communicated to Solution Partner, and any additional fees payable by Crownpeak to Solution Partner will be calculated at the new Solution Partner Level.

### **5. Intellectual Property; Marketing; Feedback**

- 5.1 Intellectual Property. Crownpeak shall retain ownership of all intellectual property rights in its products, software and services ("**Intellectual Property Rights**"). Neither Party grants the other Party any rights or licenses not expressly set forth in this Agreement. The Crownpeak Products (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. Crownpeak and its suppliers have and will retain all rights, title and interest (including all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill and confidential and proprietary information), the Crownpeak Products, any underlying software and all copies, improvements, updates, modifications and enhancements of the foregoing (including any changes which incorporate any Feedback, as defined in Section 5.3 (Feedback), and Solution Partner does not acquire any rights of ownership in any of the foregoing. Notwithstanding any use of terms such as "purchase", "sale" or likewise hereunder, and unless specifically written otherwise, all Crownpeak Products are offered by Crownpeak on a license or subscription basis only.
- 5.2 Marketing. Crownpeak hereby grants Solution Partner a non-exclusive, revocable right to use the Crownpeak Logos then provided that Solution Partner will only use Crownpeak Logos on Solution Partner's website and in related sales, marketing and



promotional materials in the manner set forth and subject to the color and size restrictions determined by Crownpeak, usage of which is subject to Crownpeak's review and audit. Any other usage of Crownpeak Logos require the prior written consent of Crownpeak. Upon expiration or termination of the Agreement, Solution Partner agrees to immediately cease referring to themselves as a Crownpeak Solution Partner, promoting Crownpeak Products, and using the Crownpeak Logos and marketing materials. Solution Partner hereby grants Crownpeak a non-exclusive, revocable right to use Solution Partner's name and logo and to disclose that Solution Partner is in the Crownpeak Partner Program, and included in Crownpeak advertising, press, promotion and similar marketing materials. Solution Partner will use such materials solely for the purpose of promoting the Crownpeak Products to Customers. Solution Partner will not engage in any deceptive, misleading, illegal or unethical business practices and will not make any representations, warranties, guarantees or similar statements regarding Crownpeak Products which are inconsistent with those contained in Crownpeak created or owned marketing materials.

- 5.3 Feedback. If Solution Partner provides Crownpeak with feedback about the Crownpeak Products ("**Feedback**"), Crownpeak may use the feedback without restriction. For clarity, this use right applies to any Feedback Solution Partner submits to Crownpeak that was originally provided to Solution Partner by a Customer.

## **6. Payment & Audit**

- 6.1 Within sixty (60) days of execution of the applicable Customer Agreement, Crownpeak shall generate a report with the referral fees due to Solution Partner. No earlier than twenty-four (24) hours after receipt of the report, Partner may invoice Crownpeak for the fees set out in the report. Once an invoice is received from Partner, Crownpeak shall make payment within sixty (60) days.
- 6.2 Partner is responsible for applicable taxes and expenses incurred by Solution Partner in connection with the referral fees. Crownpeak will pay Solution Partner all amounts due under this Agreement in United States Dollars, unless Crownpeak designates another currency at the time of execution of the Customer Agreement.
- 6.3 Solution Partner will maintain complete, clear and accurate records of its transactions and performance under this Agreement. Upon ten days' advance written notice, Solution Partner will permit Crownpeak or its representative to audit Solution Partner's records to ensure Solution Partner's compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Solution Partner's ordinary business activities. Solution Partner will maintain all records required under this Agreement for at least three years following expiration or termination of the Agreement.

## **7. Term and Termination**

- 7.1 Subject to earlier termination as hereinafter provided, the term of this Agreement will be indefinite from the Effective Date (the "**Term**").
- 7.2 Either Party may terminate this Agreement without cause upon 30 days' prior written notice. Either Party may also terminate this Agreement if the other Party fails to cure a material breach of this Agreement within 15 days after notice of such breach. Upon notice, Crownpeak may suspend Solution Partner's participation as a Solution Partner for breach of this Agreement or if suspension is necessary to comply with laws or to avoid liability or harm to its products, services, reputation, or users. Except where an exclusive remedy may be specified in this Agreement, termination and suspension are not exclusive remedies, and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.
- 7.3 Upon any expiration or termination of this Agreement, Solution Partner will (a) cease to be an authorized Solution Partner of Crownpeak Products, (b) immediately cease all advertising, marketing and other activities with respect to the Crownpeak Products, (c) cease use of, and destroy, any and all copies of any Crownpeak Logos or other Crownpeak resources provided under this Agreement. In addition, upon any expiration or termination of this Agreement, each Party will return or destroy (at the other Party's option) any Confidential Information of the other Party in its possession or control, provided that each Party may maintain reasonable copies to the extent required by applicable law or for archiving purposes in accordance with its record retention policies.

## **8. Disclaimer**

The CROWNPEAK PRODUCTS, ANY SUPPORT AND ALL OTHER SERVICES ARE PROVIDED HEREUNDER "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR OR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

## **9. Indemnification**

- 9.1 Solution Partner will indemnify, hold harmless, and defend Crownpeak, its Affiliates and their respective directors, officers and agents, from and against any third-party claims, suits and actions (each a "**Claim**"), and all resulting direct liabilities, damages, losses, and costs awarded by a court or included as part of a final settlement, as well as reasonable litigation-related expenses, including, but not limited to, reasonable attorneys' fees and disbursements ("**Losses**"), arising from or relating to (a) Solution Partner's breach or alleged breach of this Agreement or its conduct in connection with the Crownpeak Products, (b) Solution Partner's issuance of any warranty or representation regarding Crownpeak or the Services inconsistent in this Agreement or the Partner Program; or (c) arising from Solution Partner's acts or omissions that are inconsistent with this Agreement or the Partner Program.



- 9.2 The Solution Partner will (i) promptly notify Crownpeak in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to notify will not remove the Solution Partner's obligation except to the extent it is prejudiced thereby, and (ii) allow the Solution Partner to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. Crownpeak will also provide the Solution Partner with reasonable cooperation and assistance in defending such claim (at the Solution Partner's cost).

#### **10. Limitation of Liability**

- 10.1 EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (OR ITS SUPPLIERS' AND AFFILIATES) WILL BE LIABLE TO THE OTHER FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.2 "EXCLUDED CLAIMS" MEANS (A) SOLUTION PARTNER'S BREACH OF SECTION 3 (SOLUTION PARTNER CONDUCT) OR SECTION 6 (PAYMENT), OR (B) EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION) OR (C) CLAIMS ARISING FROM FRAUD, WILFUL DEFAULT AND GROSS NEGLIGENCE.

#### **11. Consequential Damages Waiver.**

NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

#### **12. Confidential Information**

- 12.1 Definition. "Confidential Information" means information disclosed under this Agreement that is designated by the disclosing Party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Crownpeak's Confidential Information includes the terms and conditions of this Agreement, the Crownpeak Products, any technical or performance information about the Crownpeak Products, any non-public documentation provided by Crownpeak and any new product information regarding the Crownpeak Products.
- 12.2 Obligations. As receiving Party, each Party will (a) hold the disclosing Party's Confidential Information in confidence and not disclose such Confidential Information to third parties except as permitted in this Agreement and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving Party may disclose the disclosing Party's Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 10 and they are bound to confidentiality obligations no less protective than this Section 10.
- 12.3 Exclusions. These confidentiality obligations do not apply to information that the receiving Party can document (a) is or becomes public knowledge through no fault of the receiving Party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing Party's Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information if required by law, subpoena or court order, provided, if permitted by law, it notifies the disclosing Party in advance.
- 12.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this.

#### **13. Export Restrictions**

Solution Partner agrees to comply with all relevant U.S., EU and foreign export and import laws when providing the Solution Partner Services. Without limiting the foregoing, (a) Solution Partner represents and warrants that it is not, and that it will not refer or resell the Crownpeak Products to any party that is listed on any U.S. government or EU issued list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. or EU prohibition, embargo or similar, or that has been designated by the U.S. government as a "terrorist supporting" country or similar in the EU and (b) Solution Partner will not (and will not permit any of its users to) access or use the Crownpeak Products in violation of any U.S. or EU export embargo, prohibition or restriction or with any information controlled under the U.S. International Traffic in Arms Regulations or EU equivalents.

#### **14. Governing Law and Jurisdiction**

- 14.1 If the Solution Partner's registered office is in the United States of America, the Agreement is governed by and construed in accordance with the substantive laws of California, USA, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The exclusive place of jurisdiction for all disputes shall be Los Angeles, California. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 14.2 If the Solution Partner's registered office is in Germany, the Agreement is governed by and construed in accordance with the substantive laws of Germany, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The exclusive place of jurisdiction for all disputes shall be Dortmund, Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



14.3 If the Solution Partner's registered office is neither in the USA or Germany, this Agreement is governed by the laws of England and Wales without regard to its conflict of laws' provisions and any legal action or proceeding relating to this Agreement shall be brought exclusively in the courts located in London, UK. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## 15. Miscellaneous

15.1 Solution Partner hereby acknowledges that it is an independent partner and not an employee, joint venture or franchisee of or with Crownpeak. Solution Partner has total control of the management of its business, subject to the provisions of this Agreement and no authority to enter into any agreement on behalf of Crownpeak or otherwise obligate Crownpeak without Crownpeak's prior written approval, which Crownpeak may withhold for any reason.

15.2 Neither Party may assign or transfer this Agreement without the other Party's prior written consent. As an exception to the foregoing, either Party may assign this Agreement in its entirety resulting from a merger, acquisition or sale of all or substantially all of its assets or voting securities, provided that the assignee is financially and technically able to, and agrees in writing to, assume all of assignor's obligations under this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized above will be null and void. Subject to the foregoing, this Agreement will inure to the Parties' permitted successors and assigns.

15.3 Notices for Crownpeak must be sent to [legal@crownpeak.com](mailto:legal@crownpeak.com).

15.4 Neither party shall be responsible for, nor shall either party be considered in breach or default of this Agreement, on account of any failure to perform or delay in the performance of any obligation hereunder caused by an act of God, flood, fire, storm, earthquake, war, act of terrorism, insurrection, riot, labor disturbance (including strike and lockout), equipment malfunction, computer hacker, cut wire or fiber, governmental regulation or interference or other events not within the reasonable control of such party and which such party is unable to overcome by the exercise of reasonable diligence.

15.5 This Agreement, constitutes the entire, complete and exclusive agreement between the Parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter hereof.

15.6 If any of the provisions of this Agreement shall be held to be indefinite, invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall continue in full force and effect and shall be construed as if such indefinite, invalid, illegal or unenforceable provision had not been contained herein.

15.7 This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect.

## Agreed by the Parties

**Crownpeak Technology, Inc.**

**[Solution Partner Name]**

Signature:

Signature:

Full Name:

Full Name:

Title:

Title:

Date:

Date:

## Schedule 1

### Definitions & Interpretations

#### Interpretations

As used herein, "including" (and its variants) means "including without limitation" (and its variants), and "hereunder" refers to this Agreement in its entirety. Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

#### Definitions

**"Affiliate"** means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a Party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

**"Applicable Laws"** means: (i) in the case of Crownpeak, applicable laws, rules, regulations, and ordinances of any governmental body relating to the provision of the Products or Services; and/or (ii) in relation to the Customer, applicable laws, rules, regulations, and ordinances of any governmental body relating to the access or use of the Products or Services by the Customer.

**"Crownpeak Logos"** means the trademarks, service marks, names, logos, marketing collateral or similar materials of Crownpeak that Crownpeak makes generally available to its participants in the Partner Program.

**"Customer"** has the meaning given in the Crownpeak Partner Program at Schedule 2.

**"Customer Agreement"** means the (i) executed Order Form and the (ii) then-current version of the Crownpeak Global Master Services Agreement (the "Global MSA") available at <https://www.Crownpeak.com/legal/Crownpeak-customer-agreement>, as may be periodically updated by Crownpeak, which is accepted via a link on the Order Form. For an Opportunity headquartered in Germany, the German version of the Global MSA will apply, and for any other Opportunity, the English version of the Global MSA will apply, unless otherwise stated in the Customer Agreement

**"Intellectual Property Rights"** means any and all trademarks, rights in designs, business or domain names, copyrights, future copyrights, patents, rights in databases (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) rights in inventions, know-how, trade secrets and other confidential information and all other intellectual property rights of a similar or corresponding nature which may exist now or in the future.

**"Lead"** has the meaning given in the Crownpeak Partner Program at Schedule 2.

**"Opportunity"** has the meaning given has the meaning given in the Crownpeak Partner Program at Schedule 2.

**"Order Form"** means the order form executed between the Customer and Crownpeak which references the Global MSA.

**"Products"** or **"Crownpeak Products"** means certain software programs, platforms and related products and services delivered by Crownpeak via a software-as-a-service methodology including those described at <http://www.Crownpeak.com> and as modified from time to time, and excluding any professional services or third-party software. Any new releases, corrections, updates and/or other software provided to Customer by Crownpeak shall be deemed Crownpeak Products under this Agreement.



## Schedule 2

### Crownpeak Partner Program

#### Partner Contact Information:

Partner Company Name	
Partner Type	Solution Partner/ Technology Partner *Delete as appropriate
Street Address	
City & State	
Country & Zip/Postal Code	
Phone Number	
Website URL	
Primary Contact Name	
Contact Title	
Contact Email	
Contact Phone Number	
Global coverage – Must have sales presence and plan to actively sell or refer Crownpeak solutions	Global/EMEA/Americas/APAC/DACH *Delete as appropriate

#### 1. General benefits and requirements

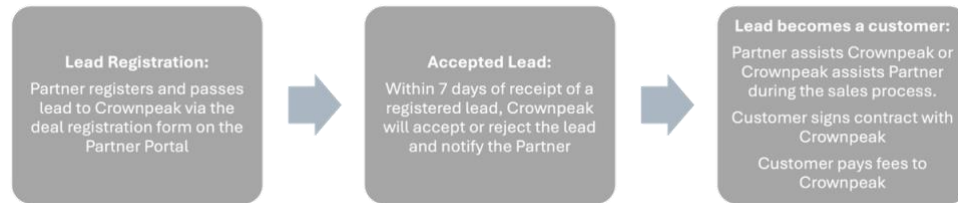
- 1.1 If Partner qualifies to be a Solution Partner, Crownpeak hereby grants to Partner the non-exclusive right to market and refer Crownpeak Products subject to the terms and conditions set out in the Agreement.
- 1.2 Solution Partner shall market the Products as described below.
  - 1.2.1 Partner is entitled to market and refer Leads, and to receive referral fees for products purchased by a Customer
  - 1.2.2 Partner is not responsible for completing the Global Master Services Agreement with an Opportunity. Partner refers an Opportunity to Crownpeak who will contract directly with it.



## 2. Referral Fee Process

- 2.1 Solution Partner must use the lead registration form to submit a lead to Crownpeak via Crownpeak's Solution Partner portal at <https://SolutionPartnerportal.crownpeak.com/pipeline/> ("Lead") and in accordance with the process at Diagram A below:

Diagram A.



- 2.2 The date the Lead Registration Form is submitted by Partner will be the start date for Crownpeak to accept or reject the Lead. Once accepted the Lead will become a qualified Opportunity, Crownpeak will notify Solution Partner of its acceptance or rejection of a Lead within seven (7) days. Acceptance of a Lead, and execution of a Customer Agreement with an Opportunity, is always subject to Crownpeak's discretion. Crownpeak may discontinue offering or selling any of the Crownpeak Products to any Opportunity or Customer at any time without incurring liability to Solution Partner.
- 2.3 Referral fees will be payable on an accepted Lead (an "Opportunity") as set out in Schedule 2 (5 Crownpeak Partner Program Benefits) when the Opportunity signs a Customer Agreement with Crownpeak to purchase Crownpeak Products, such Opportunity will be deemed a "**Customer**" under this Agreement, provided that the process in Schedule 2 (2 Referral Fee Process) is followed. For the avoidance of doubt, referral fees are not paid on any Crownpeak professional services sold to the Customer or standalone sales of third-party software.
- 2.4 A Lead will not be accepted if it is an existing customer of Crownpeak. An Opportunity will become invalid if no sales progress is recorded on Salesforce by Solution Partner for a period of six months or more. Invalidity will result in the Opportunity reverting back to Lead status and requiring new acceptance from Crownpeak to become an Opportunity.
- 2.5 Solution Partner is solely responsible for the validity of the Leads it submits, and the accuracy and completeness of the Lead's information contained in the Lead Registration Form. Solution Partner understands and acknowledges that inaccurate information may result in non-payment by Crownpeak.
- 2.6 Solution Partner will assist Crownpeak reasonably in pre-sales discussions and obtaining the fully executed Customer Agreement. Solution Partner shall present only the prices for Crownpeak Products that are distributed by Crownpeak, unless otherwise mutually agreed between the Parties in writing.
- 2.7 On execution of the applicable Customer Agreement, Crownpeak shall generate a report outlining the terms of the contract with Customer and Referral Fees due to Partner within 60 days of when Crownpeak signs the applicable Customer Agreement. Once an invoice is received from Partner, Crownpeak shall make payment within 60 days.
- 2.8 The Partner must be actively engaged and the primary point of contact for a Customer in relation to Customer's implementation of the Crownpeak Products as recorded on Crownpeak's systems as the primary partner ("Primary Partner"). For the avoidance of doubt, implementation will be governed by a separate contract between the Customer and the Solution Partner ("Primary Partner").

## 3. Overview of Partner Levels

The Crownpeak Partner Program benefits and requirements are based on program tiers a Partner may achieve ("Partner Levels"). Achieving a Partner Level allows Partner to engage in sales and marketing activities with Crownpeak. If a Partner has no previous Crownpeak experience, Partner shall be assigned the Registered Partner Level for the Crownpeak Financial Year in which Partner signs the Agreement. Partner shall always, at a minimum, maintain the Partner Level requirements for the Registered Partner Level. Any upgrades will be effective from the date all requirements are met and will be valid until the end of the following Crownpeak Financial Year. If the Partner is upgraded but does not meet the upgraded level requirements for its existing level at the end of the Crownpeak Financial Year following the Financial Year in which they were met, Partner's Partner Level may be downgraded.



#### 4. Crownpeak Partner Levels

Registered Partner Level	Silver Partner Level	Gold Partner Level	Platinum Partner level
<ul style="list-style-type: none"> <li>Initial tier</li> <li>New Partner with no experience and limited customers</li> </ul>	<ul style="list-style-type: none"> <li>Partner has completed technical training</li> <li>Experience of implementing Crownpeak Products</li> <li>Established customer(s)</li> </ul>	<ul style="list-style-type: none"> <li>Proven Crownpeak implementation experience</li> <li>Partner has at least one Crownpeak specialization</li> <li>Referenced customer(s)</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive implementation experience</li> <li>Multiple Crownpeak Specializations</li> <li>Proven co-sell experience</li> <li>Multiple referenced customers</li> </ul>

#### 5. Crownpeak Partner Program Benefits

Benefit:	Registered	Silver	Gold	Platinum
Access to Partner Portal	Yes	Yes	Yes	Yes
Crownpeak Community access	Yes	Yes	Yes	Yes
Crownpeak Partner level logo	Yes	Yes	Yes	Yes
Sales and presales support	Yes	Yes	Yes	Yes
Dedicated Partner Manager	No	Yes	Yes	Yes
Crownpeak endorsement letter	No	No	Yes	Yes
Access to co-marketing resources	No	Yes	Yes	Yes
Invitation to co-funded Marketing campaigns	No	No	Yes	Yes
Access to enablement training	Yes	Yes	Yes	Yes
Discount on classroom training and certification	10%	20%	30%	40%
Dedicated Partner Solutions Architect	No	No	Yes	Yes
Crownpeak Developer license*	Yes	Yes	Yes	Yes
Access to Crownpeak demo environment*	Yes	Yes	Yes	Yes
Partner referral fee	10%	10%	15%	20%
Partner resell discount	-	-	15%	20%
Executive sponsorship	No	No	No	Yes

\* Crownpeak may provide Partner with developer licenses and demonstration license(s) free of charge, provided that Partner only uses the licenses for its referral services and not for its own internal business use. abides by the Product Usage Terms. Partner may not use any Crownpeak license(s), software or intellectual property with, for the benefit for, in support of, or in any way in aid of a third-party that does not have a valid license agreement executed with Crownpeak, with the exception of Crownpeak demonstration licenses, which may be used under the Product Usage Terms for a limited term. Partner developer licenses shall not be used for commercial use. They cannot be used for any public facing site or server. Partner's developer and demonstration license(s) and software services can be revoked at any time and with immediate effect should Crownpeak reasonably suspect abuse of either the license itself or any Crownpeak's intellectual property. Such revocation shall not limit Crownpeak's other remedies or claims or constitute a waiver of any other rights or enforcement. Partners shall not use developer licenses to operate environments (testing, staging, production) for a Customer where economic value is created. Economic value can be thought of as performing work where the Partner is compensated by the Customer. A developer license is intended for non-production, non-commercial use, and as such provides value to learn, develop, or experiment with the software in order to elevate a developer's knowledge and experience or to develop an application for a customer.





## 6. Minimum Partner requirements.

- 6.1 Partner must be fully conversant with Crownpeak products and services and actively work to engage new and existing customers. To maintain a Partner Level, Partners must maintain the requirements listed in the table below which will be reviewed by Crownpeak annually

General Requirements:	Registered	Silver	Gold	Platinum
Signed Partner Agreement	Yes	Yes	Yes	Yes
Pro-actively sell and market Crownpeak solutions	Yes	Yes	Yes	Yes
Assign a Partner relationship lead	Yes	Yes	Yes	Yes
Have the Crownpeak logo with a link back to the Crownpeak website prominently displayed on Partner's website	Yes	Yes	Yes	Yes
Revenue Requirements				
Annual revenue credit, including both sourced and influenced revenue.	\$0	\$50k	\$250k	\$500k
Register prospects to Crownpeak	Yes	Yes	Yes	Yes
Create annual Partner business plan with Crownpeak	No	No	Yes	Yes
Enablement Requirements				
Complete Partner sales training	Yes	Yes	Yes	Yes
Number of trained technical resources	0	2	5	10
Number of Crownpeak solution Specialization	0	0	1	2

- 6.2 For Partners to receive referral fees and for calculating the revenue to be used to allocate a tier ("Annual Revenue Credit") for Customers that originated as a Lead solely passed from Partner, the following process will be used:

Annual Revenue Credit means the net value for Crownpeak products listed on all Order Forms executed by Crownpeak and the Customer for the first twelve months of the Order Form that originated from Leads submitted by Partner. Third party modules will be included in the Year 1 Contract Value but will not be eligible for a referral fee if sold as a standalone order. Where Crownpeak determines, at its discretion, that Partner has significantly contributed to a sale but a Lead was not registered or for the renewal of a Customer that originated as a Lead solely passed from Partner, such contribution will be considered for tier status but will not be eligible for a referral fee.