

Program Year 2021 Salesforce Partner Program Policies

The [Consulting Partner Program Policies](#) are listed first, followed by the [AppExchange Partner Program Policies](#). Partner must be enrolled in the relevant Salesforce Partner Program for that Program's Policies to apply.

Consulting Partner Program Policies
Program Year 2021: March 1, 2020 - February 28, 2021
Version: May 1, 2020

These Consulting Partner Program Policies (“**Policies**”) are current as of the version date set forth above and will remain in effect until or unless they are superseded at this same (or redirected) URL by a version with a later version date. SFDC may update or modify these Policies in its sole discretion, with or without notice. These Policies are subject to and made part of the Salesforce Partner Program Agreement (“**SPPA**”) at <http://p.force.com/SPPA>, which an entity must accept in order to participate as a Partner in the Consulting Partner Program (the “**Program**”). Partner Affiliates may hold themselves out as Partners of SFDC with respect to the Consulting Partner Program, only for the purposes of the Consulting Partner Program, subject to the terms of the SPPA, including Partner’s obligations in Section 1.3 (“**Partner Affiliates**”) of the SPPA. Capitalized terms not defined in these Policies have the meaning given to them in SPPA. Exceptions to this policy may exist with respect to Partners based in Japan.

Consulting Partner Program Overview

The Consulting Partner Program is designed for firms that are inspired to lead the next phase of innovation and help companies connect with their customers in entirely new ways by offering implementation, integration and/or custom development related to the Services. SFDC offers our Partners robust resources, training, and tools, enabling them to develop expertise around specific business functions, product areas, and industries so they can best serve customers and differentiate their practices. Unlike programs developed by traditional software providers, the Salesforce Program is built exclusively for the cloud and takes advantage of its unique customer engagement models and economics and potential to deliver customer success.

Consulting Partner Program Requirements

An entity may apply to join the Program through the Partner Enrollment page of the Partner Community at <https://partnersignup.salesforce.com>. Upon application, such entity will receive an initial welcome email setting out minimum requirements for inclusion in the Program on a provisional basis (e.g., demographic information, due diligence / compliance information). The applying entity must satisfy these requests within thirty (30) days of receipt of this email to keep its application active. Provided the entity submits such information within the appropriate window, SFDC will review it, and if it is acceptable to SFDC, SFDC will grant the entity “**Provisional Partner**” status, and will send the Provisional Partner an additional email outlining the qualification requirements for inclusion in the Program on a non-provisional basis (e.g., certifications, fee payments, etc. as discussed on the Consulting Partner Program Overview Page at <http://p.force.com/consultingpartnerprogram>).

If the Provisional Partner meets these qualifications within six (6) months of receipt of the applicable email, such Provisional Partner will be admitted to the Program on a non-provisional basis and will be assigned a partnership tier level (“**Tier**”) as discussed below. If a Provisional Partner fails to meet the qualifications within six (6) months of receipt of the email, it will not be admitted to the Program and will be removed from the Partner Community without any refund of fees, however it may reapply after meeting the qualifications. If it reapplies within the same Program Year the amount of fees paid previously for such Program Year will count against any additional fees incurred for such same Program Year application. No such credit will apply to subsequent Program Years. Any exception to the Program requirements will be subject to approval and management by SFDC’s COO of Industries, Innovation and Partners. SFDC reserves the right to accept or deny any application to the Program, deny any request for access to the [Partner Community](#), or end any Partner’s participation in the Program.

Consulting Partner Program Benefits

The benefits to which a Partner in good standing is entitled, based on Tier (as discussed below), are set out at <http://p.force.com/sibenefits>.

Consulting Partner Program Tiers

When a Provisional Partner is admitted to the Program on a non-provisional basis, it will be assigned to the “Registered” Tier level. During its participation in the Program, the Partner will be evaluated each quarter, based on SFDC’s fiscal year (February 1 - January 31), and may be reassigned to a different Tier based on its

Consulting Partner Trailblazer Score) as described on the Overview Page p.force.com/consultingpartnerprogram. Evaluations will be conducted during the first month following the end of an SFDC fiscal quarter, and any resulting reassignment will be effective as of the first day of the following month, as set forth below. SFDC will notify each Partner of its new Tier on or before the effective date thereof. Partners who do not remain in compliance with the qualifications of the Program may be removed from the Program and the Partner Community without any refund of fees. Please note that promotions to the Global Strategic Tier are only done during the Annual Evaluation, and no Partners will be promoted to the Global Strategic Tier during the Quarterly Evaluations.

Evaluation Type	SFDC Fiscal Quarter Ends	Review Conducted	New Tier Effective Date
FY20 Annual Evaluation (Q4) (based on FY20 program criteria)	January 31, 2020	February 2020	March 1, 2020
FY21 Q1 Evaluation (based on FY21 program criteria)	April 30, 2020	May 2020	June 1, 2020
FY21 Q2 Evaluation (based on FY21 program criteria)	July 31, 2020	August 2020	September 1, 2020
FY21 Q3 Evaluation (based on FY21 program criteria)	October 31, 2020	November 2020	December 1, 2020
FY21 Annual Evaluation (Q4) (based on FY21 program criteria)	January 31, 2021	February 2021	March 1, 2021

Consulting Partner Program Fees

The fees that a Partner is obligated to pay upon enrollment and upon renewal annually, based on Tier and market (ie. Japan, Mature Market, or Growth Market, as further defined below), are set out in the Overview Page at <http://p.force.com/consultingpartnerprogram>. Such fees may be prorated quarterly for Partners joining the Program more than two months after the start of the Program Year. A Partner who is reassigned to a higher Tier during a Program Year will not be responsible for the additional program fees associated with such higher Tier until the start of the next Program Year. Similarly, a Partner based in a market that changes from a Growth Market to a Mature Market during the Program Year will not be responsible for the additional program fees associated with such Mature Market until the start of the next Program Year. No later than ten (10) days after the start of a program year, a Partner may request reassignment to a lower Tier than the Tier for which it qualifies. If SFDC approves such request, such Partner will be reassigned to such lower Tier, effective as of the start of the Program Year, and will be responsible for the fee associated with such lower Tier, however such Partner will not be eligible for reassignment to a higher Tier for the remainder of such Program Year.

As of the version date of these Policies, Mature Markets are the following regions, which are subject to change by SFDC: Australia, Canada, China, Israel, Korea, Singapore, the United States and certain countries in Europe, including: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greenland, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Netherlands Antilles, Norway, Portugal, Spain, Sweden, and Switzerland and the United Kingdom. For more information, Partner may submit a case via the Partner Community. Note that certain Mature Markets are not eligible for referral payments, as further detailed in the Referral Fees section below.

As of the version date of these Policies, Growth Markets are the following regions, which are subject to change by SFDC: all countries in Africa, Asia Pacific (excluding those countries listed as a Mature Market above)), the Commonwealth of Independent States, and Europe (excluding those countries listed as a Mature Market above), the Middle East (except Israel), Latin America, New Zealand, Russia, . For more information, Partner may submit a case via the Partner Community.

Navigator and AppExchange Solutions

SFDC may offer a Partner the chance to participate in the Navigator and/or AppExchange Solutions initiatives. Additional information for each initiative, respectively, is provided at partners.salesforce.com/s/education/consultants/Partner_Navigator, and <http://p.force.com/InsideAppExchange>.

Compliance

At all times during its participation in the Program, Partner must comply with all applicable anti-corruption laws. If SFDC reasonably suspects Partner has breached such obligation, SFDC may inspect and copy Partner's books, records, and accounts and interview relevant Partner personnel. Partner agrees that SFDC may request verification that Partner, Partner's sales representatives, and anyone engaged by Partner to perform work in connection with the Partner Program has undertaken compliance training and compliance certifications that align to Partner's compliance obligations under the SPPA and these Policies.

Training

Partner agrees that to the extent it is engaged in marketing, submitting referrals to SFDC (as discussed in the appendix hereto), or otherwise reselling the Services, Partner's sales representatives and other personnel will use reasonable efforts to participate in the basic online training offered for free by SFDC to SFDC's users generally. As SFDC upgrades the Services, SFDC may ask Partner's sales representatives and other personnel to undergo further training based on SFDC Services' new features and functions, and Partner and Partner's personnel agree to make reasonable, good faith efforts to participate in such further training. Partner agrees to use reasonable efforts to advise SFDC of any demonstrations required to market the Services to prospective SFDC customers, especially those with a sales force or customer service group of greater than twenty (20) people. To the extent Partner is eligible to receive certain technical support offerings, such programs are provided under SFDC's technical support policies in effect at the time the Services are provided. For clarification, technical support does not include support for Non-SFDC Applications or other third party programs or services. SFDC's technical support policies are subject to change at SFDC's discretion.

AppExchange

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the SPPA (including the AppExchange Addendum thereto) and these Policies, Partner may be entitled to the AppExchange Listing Program Benefit allowing Partner to market products or services on the AppExchange. If Partner is not entitled to, or is not utilizing the AppExchange Listing Program Benefit, the AppExchange Addendum will not apply to Partner.

Services Subscriptions

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the SPPA and these Policies, SFDC may provide Partner with log-in credentials to one or more Services, and thereby grant Partner a non-exclusive, non-transferable limited right to access and use such Services solely for: (i) demonstration of the Services to potential SFDC customers solely in connection with Partner's participation in the Program, or (ii) training on the use of the Services. Partner's use of any Services subscriptions is further subject to the restrictions set forth in Section 5 of the SPPA and, to the extent such subscriptions have been ordered by Partner from SFDC pursuant to an order form, any restrictions set forth in such order form. For clarity, Partner may be, or may become entitled to, receive access to the Services under a separate agreement with SFDC. The SPPA and these Policies will govern Partner's access to the Services to the extent subscriptions to Services are provided as a benefit of the Program.

Marketing Services

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the SPPA and these Policies, SFDC grants Partner a non-exclusive, nontransferable, limited license to use those portions of SFDC's marketing programs, marketing materials and tools, as further described herein ("**Marketing Services**") solely for the purpose of creating, executing, and monitoring marketing campaigns related to SFDC's products and services. Partner's use of the Marketing Services shall be subject to the SPPA (including the online Salesforce Partner Co-Marketing Agreement referenced therein (the "**SPCMA**") and these Policies and must comply with SFDC's current branding guidelines, including SFDC's Trademark Usage Guidelines (available at SFDC's main website) and SFDC's Partner Branding and Logo Usage Guidelines and Partner Press Release Guidelines (both available through the Partner Community). SFDC may change the usage, branding and press release guidelines and location thereof at any time, and, upon reasonable notice from SFDC, Partner will promptly modify Partner's use of the Marketing Services to conform to any such changed guidelines. Partner may allow third parties to access the Marketing Services for the purpose of creating, executing, and

monitoring marketing campaigns related to SFDC's products and services on Partner's behalf, provided that Partner ensures that all such use is in accordance with the SPPA, the SPCMA and these Policies. Partner agrees to be responsible for any misuse of the Marketing Services by Partner or any third party using the Marketing Services on Partner's behalf and Partner agrees to use the Marketing Services at Partner's own risk. Partner will cooperate with SFDC to allow for review of Partner's use of the Marketing Services and compliance with SFDC's quality standards. If SFDC, in SFDC's sole discretion, determines that Partner's use of the Marketing Services does not comply with the SPPA, the SPCMA, these Policies, or SFDC's branding guidelines, Partner will promptly modify or discontinue Partner's use as directed by SFDC. In the event Marketing Services include payments to Partner, then Partner will maintain adequate books and records regarding the basis for such payments and will provide SFDC with copies of such records upon request.

SFDC Trademark License.

Subject to its inclusion as a program benefit in Partner's assigned Tier, and solely for so long as Partner remains a Partner assigned to such Tier, and subject to the terms of the SPPA and these Policies, SFDC grants Partner a limited, nonexclusive, nontransferable, non- sublicenseable, royalty-free license during the Program Year to use, solely in connection with Partner's rights, duties and obligations under the SPPA and these Policies, such marks identified publicly by SFDC as available for use by Partners within Partner's assigned Tier (see, e.g., Partner Branding and Logo Usage Guidelines) ("**SFDC's Marks**") in any jurisdiction in which Partner is authorized to be a Partner and SFDC has rights during the Program Year. This license does not grant rights to use any of SFDC's trademarks that are not SFDC's Marks. Any use by Partner of SFDC's Marks will be in accordance with SFDC's trademark usage policies, with proper markings and legends, and subject to SFDC's prior written approval. Partner will not make any express or implied statement or suggestion, or use any of SFDC's trademarks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on SFDC or its business, products or services. Partner will cease, or adjust the manner of, its use of any of SFDC's Marks at SFDC's request in its sole discretion. SFDC may withdraw any approval of any use of SFDC's Marks at any time in its sole discretion upon written notice to Partner, which withdrawal will be effective promptly but in no case more than thirty (30) days from the date of SFDC's notice sent in accordance with the SPPA and these Policies.

Questions? Need assistance?

Please submit a case via the Partner Community at <https://partners.salesforce.com/>.

Addendum 1 - Referrals

Referrals

A Partner in the Consulting Partner Program may be eligible to receive a referral fee if it submits a referral to SFDC's direct sales organization through the Partner Community, that referral meets the requirements described in this Addendum and is approved by SFDC, and is converted into a SFDC direct sale opportunity that closes within six (6) months after date the referral is submitted. For clarity, SFDC shall only make payment to the Partner entity that SFDC has accepted into the Consulting Partner Program; SFDC will not make payment to Affiliates of Partner or other third parties or related entities.

First Year Net Revenue

The referral fee for a qualifying referral submitted through the Partner Community, resulting in a successfully closed direct SFDC opportunity, is based on the subscription fees for eligible product(s) set forth in the order form(s) associated with such opportunity covering the 12-month period starting on the earliest order form start date, net of any discounts, taxes payable and subsequent refunds not due to SFDC's invoicing error or breach, and excluding fees for support (including Premier Support products), implementation, customization, training, consulting or other professional services, or third-party products or services ("**First Year Net Revenue**"). If an order form executed in connection with a referral is a multi-year order form, referral fees will be based only on the First Year Net Revenue, not on any revenue covering any period thereafter.

Sourced Referral

A sourced opportunity is when a Partner introduces a prospect new to Salesforce, or a new product opportunity to an existing customer. To be eligible for sourced credit, partners are required to submit a referral lead in the Partner Community that converts into a new business opportunity. To be considered a sourced referral the referral lead must be submitted within 30 days of a new business opportunity creation date, and before the opportunity close date.

Joint Referral

Joint Sales Credit is recognized when a Partner demonstrates meaningful selling engagement activity supporting the Salesforce Account Executive (AE) in the sales cycle or brings add-on subscriptions for existing customers. Partner is either brought in by an AE or has existing relationships with the customer. Meaningful selling engagement means the Partner owns 50% of the sales engagement and is involved in delivering pre-sales activities that influence the deal to close. Being selected as the Implementation Services Partner does not constitute meaningful sales engagement. Salesforce AE's own the partner assignment on the opportunity, if assignment isn't showing in your Partner Community Business Console, speak to your AE.

First Referral Only

If multiple Partners submit referrals through the Partner Community that result in a single opportunity, the only referral that will be evaluated for referral fees is the first referral submitted during the six (6) months prior to the date on which the opportunity is closed. Later submitted referrals will not be eligible for referral fees in connection with such opportunity.

Ineligible Products

Certain products will be ineligible for referral fees, and will be marked as such in the Partner Community submission process and/or will be inaccessible to Partner when submitting a referral.

Maximum Fee

The maximum referral fee SFDC will pay to Partner with respect to an opportunity that results in a closed opportunity is \$15,000 per Mature Market opportunity and \$100,000 per Growth Market opportunity (or if the opportunity is not in US dollars, the applicable currency equivalent of such amounts).

Referral Fees

The following tables set out the applicable referral fee rates for qualifying referrals, and the types of referrals ineligible for fees.

Referral Type	Market	Referral Fee
Sourced Referral	Mature Market*	15% of First Year Net Revenue
	Growth Market**	30% of First Year Net Revenue
Joint Sales Referral	Mature Market	Mature Market opportunities resulting from joint sale efforts by SFDC and Partner are not eligible for referral fees.
	Growth Market	10% of First Year Net Revenue
Add-On / Upgrade	Mature Market	Mature Market add-on / upgrade opportunities are not eligible for referral fees
	Growth Market	Sourced or Joint Sales Growth Market percentage of First Year Net Revenue, as set forth above, provided referred customer has a valid and existing order form in place with SFDC at the time the referral is submitted and at the time the add-on / upgrade opportunity is closed.
Salesforce Essentials	Mature Market and Growth Market	20% of First Year Net Revenue for Sourced Leads submitted via web form, available upon request to SFDC at p.force.com/essentials, or via standard referral submission process.
Ineligible For Referral Fees		Description
Existing Opportunities		Referrals that convert into opportunities that are materially the same (i.e. same customer, same products) as opportunities that are in SFDC's active sale process at the time of the referral, or were in process longer than thirty (30) days prior to the referral submission, are not eligible for Sourced referral fees.
Renewal Opportunity		Opportunities that are renewals are not eligible for referral fees.
Public Sector / Non Profit		Opportunities where the referred customer is a non-profit or government entity (including any agency or department thereof), political party, enterprise owned wholly or in part or controlled by a government, or public international organization (such as the World Bank), or any other entity or person acting on behalf of any such government, political party, enterprise, or public international organization, are not eligible for referral fees.
Subscription Term < 1 Year		Opportunities with a term of less than one year (other than eligible Growth Market add-on / upgrade opportunities) are not eligible for referral fees.
Revenue Beyond First Year		Opportunities with a term of more than one year are only eligible for referral fees with respect to the First Year Net Revenue.
Not in Good Standing		Opportunities where the referring Partner is not in good standing at the time of SFDC's payment processing, or is in breach of the terms of the SPPA or these Policies, are not eligible for referral fees.
Failure to Follow Process		Opportunities where the referring Partner has failed to follow the process set out in these Policies are not eligible for referral fees.
Customer Prohibition / Payment		Opportunities where the referred customer prohibits the inclusion of such fees in its payments to SFDC, or where the referred customer has paid or will pay such fees directly to Partner, are not eligible for referral fees.
Excluded Countries		Except with respect to Salesforce Essentials, Opportunities where the referred customer is located in the United States, Canada, or Japan are not eligible for referral fees.
Self Referrals		Opportunities referred by Partner are not eligible for referral fees where (i) the referred customer is the Partner or (ii) where the referred customer is an Affiliate of the Partner.
Global Strategic Tier		Opportunities where the referring Partner is in the Global Strategic Tier are not eligible for referral fees.

Violation of Law	Notwithstanding any other provisions in the SPPA or these Policies, Partner will not be entitled to referral fees: (i) if such fees are prohibited or limited by federal, state or local law or regulation in the United States or in the jurisdiction where the applicable Partner or referred customer is located, (ii) if such Partner has used illegal, unethical, or improper means to generate such referral or if it has promised, given, offered, or authorized the provision of money or anything of value to anyone to improperly influence the award or retention of business in connection with such referral, or (iii) if the referred customer is in any sanctioned country (including Cuba, Sudan, Iran, North Korea, Syria, and Crimea or any other countries included on lists maintained by the Office of Foreign Asset Control), on any Specially Designated Nationals lists, or on any other denied parties lists.
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* See definition of Mature Markets on page 3.

** See definition of Growth Markets on page 3.

Partner Affiliates, Mergers, and Acquisitions

If any Partner is an Affiliate of another Partner, where “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, and “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, and the Partners are in different Tiers, the highest Tier associated with any Partner Affiliate will be deemed to apply to all Partners Affiliates for purposes of eligibility for referral fees. For example, if a Partner is in the Registered Tier, and its Affiliate is a Partner in the Global Strategic Tier, neither Partner will be eligible for referral fees; If a Partner is not an Affiliate of another Partner when it joins the Program, but becomes an Affiliate of another Partner during a program year (e.g. following a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or because its Affiliate later joins the Program), each Partner’s Tier will be considered separately for purposes of referral fee eligibility until the start of the next program year, at which time the highest Tier associated with any Partner Affiliate will be deemed to apply to all Partners Affiliates for purposes of eligibility for referral fees.

Payment Processing

SFDC will calculate referral fees on a monthly basis, and payment of a fee will be processed within forty-five (45) days of the end of the month during which the associated opportunity is closed. Payments made to Partner hereunder will be made by wire transfer, unless otherwise agreed between the parties.

Minimum Threshold for Fee Payment

Except for Salesforce Essentials, the minimum monthly threshold for referral fee payments will be \$500 (or if the opportunities are not in US dollars, the applicable currency equivalent of \$500). If the referral fees due to a Partner for opportunities closed during a given month meet or exceed the threshold amount, SFDC will remit such amounts to Partner as discussed herein. If Partner’s fees for such month do not meet the threshold, Partner’s right to referral fees for that month are forfeit. Forfeit fee amounts do not roll forward to the next month.

Referral Fee Refunds

If SFDC makes a referral fee payment to Partner in error, or if a referred customer fails to make required first-year subscription fee payments to SFDC within sixty (60) days of the payment due date, or if the applicable order form between SFDC and the referred customer is terminated before its agreed upon expiration date, SFDC will be entitled to a refund of the corresponding referral fee payments made to such Partner (provided that if a non-paying customer does ultimately pay all amounts due, SFDC will repay Partner the applicable fees less a deduction for collection and administrative costs, not exceeding half of the total fee). SFDC may in its sole discretion choose to either offset such refundable amounts against fees SFDC owes to Partner hereunder, or invoice Partner for the refundable amounts; invoiced amounts are due and payable within thirty (30) days of the invoice date. SFDC’s right to a refund of which SFDC has not notified Partner will expire ninety (90) days after the one-year anniversary of the start date of the applicable order form.

Partner Responsibility

Each Partner is responsible for managing the referrals it submits; should Partner have concerns about the timely review, processing, approval or rejection of a referral it has submitted, such Partner should submit a case via the Partner Community within (30) days of the date on which the associated opportunity is closed.

Personal Data

In submitting personal data to the Partner Community in connection with a referral, Partner will comply with all applicable laws governing Partner's collection, storage, processing, use and transfer of such information. As the data provider, Partner warrants that it has provided all appropriate notices to data subjects and obtained all appropriate consents to transfer data to SFDC and allow its processing according to the terms of the SPPA and these Policies. Partner authorizes SFDC to process such data as reasonably required to exercise SFDC's rights and perform SFDC's obligations under the SPPA and these Policies; Partner acknowledges that SFDC may be required to provide personally identifiable information to third parties to comply with legally mandated reporting, disclosure, or other legal process requirements.

Questions? Need assistance?

Please submit a case via the Partner Community at <https://partners.salesforce.com/>.

AppExchange Partner Program Policies
Program Year 2021: March 1, 2020 - February 28, 2021
Version: March 1, 2020

These Program Policies for AppExchange Partners (formerly ISV Partners) are current as of the version date set forth above and shall remain in effect until or unless they are superseded at this same (or redirected) URL by a version with a later version date. Salesforce (“SFDC”) may update or modify these Program Policies in its sole discretion, with or without notice to Partners. These Policies are subject to and made part of the Salesforce Partner Program Agreement (“SPPA”) at <http://p.force.com/SPPA> which an entity must accept in order to participate in the AppExchange Partner Program (the “Program”). Partner must comply with these Program Policies as well as the Salesforce Partner Program Agreement ([SPPA](#)) in order to participate in the AppExchange Partner Program. Capitalized terms not defined in these Program Policies have the meaning given to them in the [SPPA](#).

AppExchange Partner Program Overview

SFDC works with a variety of Partners that are commercial independent software vendors (ISVs) and developers who build applications. Companies and individuals may apply to participate in the AppExchange Partner Program and its AppExchange Partner Categories described in these Program Policies, which support different go-to-market strategies.

AppExchange Partner Program Requirements

To enroll in the AppExchange [Partner Program](#), a Partner must select “AppExchange Partner” when it completes its Partner Enrollment Form. When SFDC notifies a Partner that it may participate in the AppExchange Partner Program for the current Program Year and approves the Partner’s AppExchange Partner Category, the Partner becomes eligible to receive the Partner Program Benefits for the Partner’s applicable AppExchange Partner Program Designation, provided that Partner meets certain additional participation criteria, including the following (“Participation Criteria”):

- Completion of SFDC’s legal due diligence process, provided it results in approval by SFDC
- Participation in one of the AppExchange Partner Categories described in these Program Policies
- Approval of the Partner’s application(s) through SFDC’s [Security Review and Assessment](#)

If at any time a Partner fails to meet the Participation Criteria for the AppExchange Partner Program or its assigned AppExchange Partner Program Designation, SFDC may, in its sole discretion, re-assign the Partner to a different AppExchange Partner Category and/or AppExchange Partner Program Designation, or terminate the Partner’s participation in the AppExchange Partner Program altogether. SFDC reserves the right to accept or deny any application to the AppExchange Partner Program, deny any request for access to the [Partner Community](#), or end any Partner’s participation in the AppExchange Partner Program.

AppExchange Partner Program Tiers

There are four AppExchange Partner Program Tiers:

- Base
- Ridge
- Crest; and
- Summit

Partners will be assigned to a particular tier based on their Trailblazer Score, which is a combination of Customer Success, Innovation and Engagement factors, and the different tiers will be entitled to receive certain Program Benefits, all as further detailed in the AppExchange Program Guide. For questions about the AppExchange partner program tiers, contact your Partner Account Manager or log a case in the Partner Community.

AppExchange Partner Categories

The AppExchange Partner Categories are briefly described below. To utilize one or more of the Partner Categories, SFDC must approve a Partner through a separate, additional application process, and Partner

must sign a separate agreement with SFDC that sets forth the terms and conditions of the Partner Category (each, a “Distribution Agreement”) except with respect to (i) free applications as set forth in the description of the ISVForce Partner Category in the table below; and (ii) Partner Categories listed below whose description expressly states that a Distribution Agreement is not required. Any Partner interested in leveraging one of these AppExchange Partner Categories should log a case in the [Partner Community](#) to obtain contact information for the applicable SFDC AppExchange Partner Account Manager who can provide the Partner with more information about how to apply. AppExchange Partners must be in good financial standing, in SFDC’s sole determination, to participate in any Partner Category for which it qualifies.

PARTNER CATEGORY	SUMMARY DESCRIPTION
ISVForce	<p>This Partner Category allows a Partner to distribute its application to existing SFDC customers and requires the Partner to pay SFDC fees (including via the Checkout payment services tool) for such distribution, as more fully described in the agreement containing the terms and conditions of the ISVForce Partner Category. As part of the ISVForce Partner Category, Partners may distribute free applications to existing SFDC customers. Partner’s distribution of free applications to existing SFDC customers does not require Partner to pay SFDC fees (other than Program Fees) for such distribution; provided, however, that an application is only a free application for the purposes of these Program Policies if the applicable customer can install and/or access and make full use of all of the features and capabilities of the application without paying Partner fees of any kind. A Partner application that integrates to or makes use of any application, service or other product for which Partner collects fees is not a free application. (For example, an application is not a free application if it is provided under a “freemium” payment model or if it requires purchase of another application from the applicable Partner.) SFDC reserves the right in its sole discretion and at any time to determine whether an application is a free application for the purposes of these Program Policies. This Partner Category requires the Partner to pay fees to SFDC in connection with the distribution of the partner application, as more fully described in the separate Partner Application Distribution Agreement (or predecessor version of such agreement) executed between SFDC and Partner. SFDC offers a volume-based, marginal PNR pricing framework (“Marginal PNR Framework”) as a Program Benefit to certain Partners participating in the ISVForce Partner Category. Please note that the Marginal PNR Framework is subject to eligibility, applicability and enrollment requirements. The Marginal PNR Framework is described here. Please also note that SFDC may charge fees other than PNR-based fees in connection with the ISVForce Partner Category.</p>
OEM (Original Equipment Manufacturer)	<p>This Partner Category allows a Partner to sell a combined solution that includes 1) the Partner’s application, and 2) a SFDC user subscription (typically Force.com Embedded Edition) to support use of the application by any customer on a standalone basis in a dedicated SFDC Org or by SFDC customers in the customer’s existing SFDC Org. This Partner Category requires the Partner to pay fees to SFDC in connection with the distribution of the combined solution, as more fully described in the separate Partner Application Distribution Agreement (or predecessor version of such agreement) executed between SFDC and Partner. . SFDC offers a volume-based, marginal PNR pricing framework (“Marginal PNR Framework”) as a Program Benefit to certain Partners participating in the OEM Partner Category. Please note that the Marginal PNR Framework is subject to eligibility, applicability and enrollment requirements. The Marginal PNR Framework is described here. Please also note that SFDC may charge fees other than PNR-based fees in connection with the OEM Partner Category.</p>
VAR (Value Added Reseller)	<p>This Partner Category allows a Partner to resell Force.com user subscriptions for use with the Partner’s custom commercial applications or other service deliverables. This Partner Category requires the Partner to pay SFDC a monthly flat fee for each SFDC user subscription resold by Partner, as more fully described in the agreement containing the terms and conditions of the VAR Program.</p>
Bolt	<p>This Partner Category allows a Partner to distribute applications that have been pre-approved by SFDC in writing for distribution as part of the Bolt Partner Category (each, a “Bolt Application”) to existing SFDC customers solely for use in connection with Partner’s provision of professional services to such customers, subject to the following requirements:</p> <ol style="list-style-type: none"> 1. Prior to distributing any Bolt Application, Partner must submit a detailed description of the Bolt Application to SFDC in the Partner Community Publishing Console and such Bolt Application must be approved in writing by SFDC. Any material modifications to the Bolt Application, and any modifications to the Bolt Application that cause the Bolt Application not to conform with such description, must be submitted to SFDC for review and be approved by SFDC in writing (including via email) prior to distribution. 2. The application may only be provisioned to and used in non-production (e.g. sandbox) versions of the Services. 3. Partner must be enrolled at all times in the Consulting Partner Program.

	<p>4. The Bolt Application cannot be installable by Customers via the AppExchange. Any AppExchange listing must provide instructions for Customers to obtain and install the Bolt Application excluding downloading from the AppExchange. Partner is solely responsible for providing such method of installation to Customers outside of the AppExchange.</p> <p>5. Partner may not charge any fees for the Bolt Application.</p> <p>6. Notwithstanding anything to the contrary in these Program Policies, distribution of a Bolt Application as part of the Bolt Partner Category does not entitle Partner to any AppExchange Partner Program Benefits, except that Bolt Applications will be eligible for the AppExchange Listing Program Benefit, subject to the terms of these Program Policies and the AppExchange Addendum to the SPPA. Partner is not required to enter into a <u>Distribution Agreement</u> in order to distribute a Bolt Application as described herein.</p>
Quip Live	<p>This Partner Category allows a Partner to make available applications that have been pre-approved by SFDC in writing as part of the Quip Live Partner Category (each, a “Quip Live Application”) to existing SFDC customers solely for use in connection with such customer’s use of the Service known as Quip, subject to the following requirements:</p> <ol style="list-style-type: none"> 1. Prior to distributing any Quip Live Application, Partner must submit a detailed description of the Quip Live Application to SFDC in the Partner Community Publishing Console and such Quip Live Application must be approved in writing by SFDC, including SFDC’s Security Review and Assessment. Any material modifications to the Quip Live Application, and any modifications to the Quip Live Application that cause the Quip Live Application not to conform with such description, must be submitted to SFDC for review and be approved by SFDC in writing (including via email) prior to distribution. 2. Any Quip Live Application AppExchange listing must provide Customers the ability to enable the Quip Live Application via the “Get it Now” button on the AppExchange, as well as instructions for the process. 3. Partner may not charge any fees for the Quip Live Application unless Partner has entered into a Distribution Agreement with SFDC with respect to such Quip Live Application. 4. Partner will provide all technical support for all Quip Live Applications. 5. Notwithstanding anything to the contrary in these Program Policies, distribution of a Quip Live Application as part of the Quip Live Partner Category does not entitle Partner to any AppExchange Partner Program Benefits, except that Quip Live Applications will be eligible for the AppExchange Listing Program Benefit, subject to the terms of these Program Policies and the AppExchange Addendum to the SPPA. For purposes of this Partner Category, the license grant set forth in Section 2.C of AppExchange Addendum to the SPPA includes the right for SFDC to host, within the Quip Service, any Quip Live Application that Partner wishes to make available to Customers. Partner is not required to enter into a Distribution Agreement in order to distribute a Quip Live Application except as described herein.
Flow Solutions	<p>This Partner Category allows a Partner to distribute applications that have been pre-approved by SFDC in writing for distribution as part of the Flow Solutions Category (each, a “Flow Solution”) to existing SFDC customers solely for use in connection with Lightning Platform technology, which implements automated processes into a Customer’s use of the Salesforce platform, subject to the following requirements:</p> <ol style="list-style-type: none"> 1. Prior to distributing any Flow Solution, Partner must submit a detailed description of the Flow Solution to SFDC in the Partner Community Publishing Console and such Flow Solution must be approved in writing by SFDC, including SFDC’s Security Review and Assessment. Any material modifications to the Flow Solution, and any modifications to the Flow Solution that cause the Flow Action not to conform with such description, must be submitted to SFDC for review and be approved by SFDC in writing (including via email) prior to distribution. 2. The Flow Solution must be distributed as a Managed Package available directly from the AppExchange listing or through another method of delivery directly from the Partner. For any Flow Solution not installable from its AppExchange listing, Partner must provide instructions for the Customers to obtain and install the Flow Solution without additional requirements or restrictions.

	<p>3. Partner may not charge any fees for the Flow Action, unless Partner and SFDC first enter into a Distribution Agreement with respect to the Flow Action.</p> <p>4. Notwithstanding anything to the contrary in these Program Policies, distribution of a Flow Solution as part of the Flow Solution Category does not entitle Partner to any AppExchange Partner Program Benefits, except that Flow Solutions will be eligible for the AppExchange Listing Program Benefit, subject to the terms of these Program Policies and the AppExchange Addendum to the SPPA. Partner is not required to enter into a Distribution Agreement in order to distribute a Flow Solution except as described herein.</p>
Datorama	<p>This Partner Category allows a Partner to make available applications that have been pre-approved by SFDC in writing as part of the Datorama Partner Category (each, a “Datorama Application”) to existing SFDC customers and/or existing Datorama customers solely for use in connection with such customer’s use of the Service known as Datorama, subject to the following requirements:</p> <ol style="list-style-type: none"> 1. Prior to distributing any Datorama Application, Partner must submit a detailed description of the Datorama Application to SFDC in the Partner Community Publishing Console and such Datorama Application must be approved in writing by SFDC, including SFDC’s Security Review and Assessment. Any material modifications to the Datorama Application, and any modifications to the Datorama Application that cause the Datorama Application not to conform with such description, must be submitted to SFDC for review and be approved by SFDC in writing (including via email) prior to distribution. 2. Any free Datorama Application AppExchange listing must provide Customers the ability to enable the Datorama Application via the “Get it Now” button on the AppExchange, as well as instructions for the process. For any paid Datorama Application, Partner is solely responsible for providing a link for Customers to obtain and install the Datorama Application from a source other than the AppExchange, and for providing instructions for such process. 3. Partner may not charge any fees for the Datorama Application unless Partner has entered into a Distribution Agreement with SFDC with respect to such Datorama Application. 4. Partner will provide all technical support for all Datorama Applications. Notwithstanding anything to the contrary in these Program Policies, distribution of a Datorama Application as part of the Datorama Partner Category does not entitle Partner to any AppExchange Partner Program Benefits, except that Datorama Applications will be eligible for the AppExchange Listing Program Benefit, subject to the terms of these Program Policies and the AppExchange Addendum to the SPPA. For purposes of this Partner Category, the license grant set forth in Section 2.C of AppExchange Addendum to the SPPA includes the right for SFDC to host, within the Datorama Service, any Datorama Application that Partner wishes to make available to Customers. Partner is not required to enter into a Distribution Agreement in order to distribute a Datorama Application except as described herein.
LINK Technology	<p>This Partner Category allows a Partner to make available LINK Cartridge applications that have been pre-approved by SFDC in writing as part of the LINK Technology Partner Category (each, a “LINK Cartridge”) to existing SFDC customers solely for use in connection with such customer’s use of the Service known as Salesforce Commerce Cloud, subject to the following requirements:</p> <ol style="list-style-type: none"> 1. Prior to distributing any LINK Cartridge, Partner must: (a) agree to and comply with the terms of the Salesforce Commerce Cloud LINK Partner Integration Agreement (the “Integration Agreement”) and be enrolled in the LINK Technology Partner Program; (b) submit a detailed description of the LINK Cartridge (including Integration Overview and Integration Features) to SFDC in the Partner Community Publishing Console and such LINK Cartridge must be approved in writing by SFDC, including SFDC’s Certification Review as described in section 2.3 of the Integration Agreement. Any material modifications to the LINK Cartridge (and any modifications to the LINK Cartridge that cause the LINK Cartridge not to conform with such description) must be submitted to SFDC for review and be approved by SFDC in writing (including via email) prior to distribution; and (c) submit the LINK Cartridge for approval through Partner Community for SFDC’s Security Review and Assessment.

	<p>2. The AppExchange listing for each LINK Cartridge will include a link to obtain and install the LINK Cartridge from the LINK Cartridge Code Repository.</p> <p>3. Partner will provide all technical support for all LINK Cartridges. Notwithstanding anything to the contrary in these Program Policies, distribution of a LINK Cartridge as part of the LINK Technology Partner Category does not entitle Partner to any AppExchange Partner Program Benefits, except that (i) LINK Cartridges will be eligible for the AppExchange Listing Program Benefit, subject to the terms of these Program Policies and the AppExchange Addendum to the SPPA; and (ii) Partner will be entitled to the LINK Program Benefits set forth in the LINK Program Guide. For purposes of this Partner Category, the license grant set forth in Section 2.C of AppExchange Addendum to the SPPA includes the right for SFDC to host any LINK Cartridge that Partner wishes to make available to Customers.</p>
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Notification Requirement for Partner Application Security Issues; Partner Security Contact

Partner agrees to notify SFDC without undue delay and, in any event, within twenty-four hours, of any security incident related to Partner’s Application(s), including but not limited to any security vulnerability that (i) has resulted in any actual or reasonably suspected unauthorized disclosure of, access to or use of Customer Data (as defined in the SPPA) or (ii) would be reasonably expected to result in unauthorized disclosure of, access to or use of Customer Data. Any such notification will be sent to SFDC’s Information Security Team at security@salesforce.com, and must include a detailed technical account of the incident, information about its impact, and a point of contact for follow up detail.

Partner will designate a representative who will serve as Partner’s principal point of contact for all security related issues and communications and will ensure that at all times SFDC has current contact information for that representative. Partner shall provide this information, and any updates, by opening a Case in the Partner Community.

SFDC’s Right to Disable Partner Offering

In the event that, in SFDC’s judgment, a Partner application or offering, or its interoperation with SFDC’s services, imminently threatens the security, integrity or availability of SFDC’s services (including with respect to potential unauthorized use or disclosure of Customer Data), SFDC reserves the right to immediately suspend the interoperation of any such Partner application(s) or offering with SFDC’s services, provided that SFDC will use commercially reasonable efforts under the circumstances to provide Partner with notice and an opportunity to remedy such threat prior to any such suspension.

Program Benefits

AppExchange Partner Program Benefits are tools and resources to help AppExchange Partners grow and succeed as SFDC partners. Depending on the applicable Partner Category and/or Partner Designation, these include technology access, product development enablement, marketing support, and go-to-market resources. A Partner may not extend or disclose any discounts or Partner Program Benefits to its customers or other partners, except as expressly permitted in writing by SFDC. Detailed descriptions of the AppExchange Partner Program Benefits can be found in the AppExchange Program Guide on the AppExchange [Program Page](#) on the Salesforce Partner Community. To be eligible for the AppExchange Listing Program Benefit (i.e., listing one or more Partner Applications on the AppExchange), the applicable Partner Application must be distributed by Partner pursuant to an ISV Partner Category. Exceptions are subject to SFDC’s approval in its sole discretion.

Compliance

In the event that SFDC has a reasonable basis to believe that any Partner has breached its obligations to adhere to applicable anti-corruption laws, SFDC, in its sole discretion, may inspect and make copies of Partner’s books, records, and accounts relevant to the potential breach. Such inspection may include interviews of relevant Partner personnel. Partner further agrees it shall not use the Services (or allow its customers to use the Services by virtue of their use of the Partner Application), in violation of SFDC’s Acceptable Use and External-Facing Services Policy found at <http://www.salesforce.com/company/legal/agreements.jsp> as may be updated from time to time.

Participation in Multiple Program Types.

If a Partner participating in the AppExchange Partner Program wishes to receive compensation for submitting Leads to SFDC, the Partner must separately participate in the SFDC Consulting Partner Program, and such participation is subject to the Consulting Partner Program Policies. AppExchange Partners participating in multiple Program Types (e.g., also a Consulting partner) must meet the individual criteria (including any Participation Qualifications) for each Program Type, and if applicable, Partner Designation/Tier (for Consulting partners).

General

If a Partner wishes to use its application enrolled in an AppExchange Partner Category for its own internal use, the Partner must purchase subscriptions to the SFDC services (e.g., Sales Cloud, Service Cloud, Lightning Platform, etc.) necessary to use the application directly from SFDC under a separate agreement with terms, including pricing, to be negotiated between SFDC and the Partner in good faith. As of September 1, 2019, all Partner applications installable in any environment where Lightning Experience can be used must be Lightning Ready (Lightning Ready means 100% of the Partner's customers' use cases must work as expected in the Lightning Experience user interface). The AppExchange Trailblazer Scorecard is SFDC's Confidential Information as defined in the SPPA. Detailed descriptions of the current AppExchange Partner Program, Participation Qualifications including the Partner Program Designation, specific AppExchange Partner Program Benefits, and other AppExchange Partner Program requirements can be accessed at <http://p.force.com/appexchangeprogram>. Only Partners in good standing will have access to the Partner Community.

Services, Compliance and Technical Training.

Partner agrees that to the extent they are engaged in marketing or reselling any Services, Partner's sales representatives and other personnel will use reasonable efforts to participate in the basic online training offered for free by SFDC to SFDC's users generally. As SFDC upgrades the Services, SFDC may ask Partner's sales representatives and other personnel to undergo further training based on the Services' new features and functions. Partner and Partner's personnel agree to make reasonable, good faith efforts to participate in such further training.

Partner agrees to use reasonable efforts to advise SFDC of any demonstrations required to market the Services to prospective SFDC Customers, especially those with a sales force or customer service group of greater than twenty (20) people. Partner agrees that SFDC may request verification that Partner, Partner's sales representatives, and anyone engaged by Partner to work on SFDC's behalf has undertaken compliance training and compliance certifications that align to Partner's compliance obligations under the SPPA and these Program Policies. To the extent Partner is eligible to receive certain technical support offerings, such programs are provided under SFDC's technical support policies in effect at the time the Services are provided. For clarification technical support does not include support for Non-SFDC Applications or other third party programs or services. SFDC's technical support policies are subject to change at SFDC's discretion.

AppExchange

Partner may be eligible for the AppExchange Listing Program Benefit as described in the AppExchange Addendum and in the section herein titled "AppExchange Listing Program Benefit." In addition to the terms in the SPPA and these Program Policies, Partner's use of the AppExchange Listing Program Benefit shall further be subject to the terms and conditions set forth in the AppExchange Addendum. If Partner is not entitled to, or is not utilizing the AppExchange Listing Program Benefit, terms and conditions applicable solely to the AppExchange Listing Program Benefit shall not apply to Partner. For any application Partner wishes to list on the AppExchange that is not free, Partner must provide all pricing information required by SFDC as part of the listing process.

Services Subscriptions

Upon SFDC's providing Partner with log-in credentials to any Services, Partner is granted a non-exclusive, non-transferable limited right to access and use such Services solely for: (i) development and/or testing purposes related to Partner's assigned Program Type, (ii) training on the use of the Services, any Partner Applications and other value added materials to Partner's employees, and (iii) license management of

Partner's Services offered in connection with Partner's assigned Program Type. Partner's use of any Services subscriptions is further subject to the restrictions set forth in Section 5 of the SPPA and, to the extent such subscriptions have been ordered by Partner from SFDC pursuant to an Order Form, any restrictions set forth in such Order Form. For clarity, Partner may be, or may become entitled to, receive access to the Services under a separate agreement with SFDC. The SPPA and these Program Policies shall govern Partner's access to the Services to the extent subscriptions to Services are provided as a Program Benefit.

Marketing Services

If applicable to Partner's assigned Program Type and Partner Designation, SFDC grants Partner a non-exclusive, nontransferable, limited license to use those portions of SFDC's marketing programs, marketing materials and tools, as further described herein ("**Marketing Services**") solely for the purpose of creating, executing, and monitoring marketing campaigns related to SFDC's products and services. Partner's use of the Marketing Services shall be subject to the SPPA (including the online Salesforce Partner Co-Marketing Agreement referenced therein (the "**SPCMA**") and these Program Policies and must comply with SFDC's current branding guidelines, including SFDC's Trademark Usage Guidelines (available at SFDC's main website) and SFDC's Partner Branding and Logo Usage Guidelines and Partner Press Release Guidelines (both available through the [Partner Community](#)). SFDC may change the usage, branding and press release guidelines and location thereof at any time, and, upon reasonable notice from SFDC, Partner shall promptly modify Partner's use of the Marketing Services to conform to any such changed guidelines. Partner may allow third parties to access the Marketing Services for the purpose of creating, executing, and monitoring marketing campaigns related to SFDC's products and services on Partner's behalf, provided that Partner ensures that all such use is in accordance with the SPPA, the SPCMA, and these Program Policies. Partner agrees to be responsible for any misuse of the Marketing Services by Partner or any third party using the Marketing Services on Partner's behalf and Partner agrees to use the Marketing Services at Partner's own risk. Partner shall cooperate with SFDC to allow for review of Partner's use of the Marketing Services and compliance with SFDC's quality standards. If SFDC, in SFDC's sole discretion, determines that Partner's use of the Marketing Services does not comply with the SPPA, the SPCMA, these Program Policies or SFDC's branding guidelines, Partner shall promptly modify or discontinue Partner's use as directed by SFDC. In the event that Marketing Services include payments to Partner, then Partner shall maintain adequate books and records regarding the basis for such payments and shall provide SFDC with copies of such records upon request.

Additional Tools

SFDC may make available the AppExchange App Analytics tool to Partners participating in the AppExchange Program. The AppExchange App Analytics tool provides certain information about how users of a Partner's application interact with the application. Partner's usage of the AppExchange App Analytics tool, including without limitation any data provided to Partner by SFDC as part of such tool, is subject to the terms set forth in Section 8(b) of the AppExchange Addendum to the SPPA.

SFDC Trademark License.

Subject to its inclusion as a Program Benefit in Partner's assigned Partner Designation and to the terms of the Agreement, and solely for so long as Partner remains a Partner assigned to Partner's Designation, SFDC grants Partner a limited, nonexclusive, nontransferable, non-sublicensable, royalty-free license during the Program Year to use, solely in connection with Partner's rights, duties and obligations under the SPPA and these Program Policies, such marks identified publicly by SFDC as available for use by Partners within Partner's assigned Partner Tier (see, e.g., Partner Branding and Logo Usage Guidelines) ("**SFDC's Marks**") in any jurisdiction in which Partner is authorized to be a Partner and SFDC has rights during the Program Year. This License does not grant rights to use any of SFDC's trademarks that are not SFDC's Marks. Any use by Partner of SFDC's Marks shall be in accordance with SFDC's trademark usage policies, with proper markings and legends, and subject to SFDC's prior written approval. Partner shall not make any express or implied statement or suggestion, or use any of SFDC's trademarks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on SFDC or its business, products or services. Partner shall cease, or adjust the manner of, its use of any of SFDC's Marks at SFDC's request in its sole discretion. SFDC may withdraw any approval of any use of SFDC's Marks at any time in its sole discretion upon written notice to

Partner, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of SFDC's notice sent in accordance with the Agreement.

Questions? Need assistance?

Please submit a case via the Partner Community at <https://partners.salesforce.com/>