

**AppExchange Partner Program Policies**  
**Program Year 2019: March 1, 2018 - February 28, 2019**  
**Version: March 30, 2018**

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ISV Partners) are current as of the version date set forth above and shall remain in effect until or unless they are superseded at this same (or redirected) URL by a version with a later version date.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”). Capitalized terms not defined in these Policies have the meaning given to them in SPPA. 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 Designations**

There are two AppExchange Partner Program Designations:

- AppExchange Partner
- AppExchange Premier Partner

All partners who join the AppExchange Partner Program are AppExchange Partners unless (i) Partner is invited by SFDC to the AppExchange Premier Partner Designation; (ii) Partner accepts any terms and conditions associated with such invitation; and (iii) Partner participation in the AppExchange Premier Partner Designation is confirmed by SFDC. For questions about the AppExchange Premier Partner Designation, contact your Partner Account Manager.

### **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, except for free applications as set forth in the description of the ISVForce Partner Category in the table below and Bolt Applications (as defined below), the Partner must sign a separate agreement with SFDC that sets forth the terms and conditions of the Partner Category. 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
<b>ISVForce</b>	<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 Program. 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</p>
<b>OEM (Original Equipment Manufacturer)</b>	<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 SFDC a percentage of net revenue (PNR) based fee on each sale of the combined solution, as more fully described in the agreement containing the terms and conditions of the OEM Program.</p>
<b>VAR (Value Added Reseller)</b>	<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>
<b>Bolt</b>	<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"> <li>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.</li> <li>2. The application may only be provisioned to and used in non-production (e.g. sandbox) versions of the Services.</li> <li>3. Partner must be enrolled at all times in the Consulting Partner Program.</li> <li>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.</li> <li>5. Partner may not charge any fees for the Bolt Application.</li> </ol> <p>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.</p> <p>Partner is not required to enter into a Partner Category Agreement in order to distribute a Bolt Application as described herein. "Partner Category Agreement" means an agreement containing the terms and conditions of the ISVForce Program, OEM Program or VAR Program.</p>

<b>Quip Live</b>	<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"> <li>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 <a href="#">Security Review and Assessment</a>. 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.</li> <li>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.</li> <li>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.</li> <li>4. Partner will provide all technical support for all Quip Live Applications.</li> </ol> <p>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.</p> <p>Partner is not required to enter into a Partner Category Agreement in order to distribute a Quip Live Application except as described herein.</p>
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### 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. Partner Program Benefits are designed to support each Partner’s employees’ readiness and effectiveness in their roles using SFDC products and solutions. A Partner may not extend or disclose any discounts or Partner Program Benefits to its customers or other partners. Detailed descriptions of the AppExchange Partner Program Benefits can be found in the AppExchange Program Guide on the AppExchange [Program Page](#) on 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 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.

### 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. Partner applications added to a Partner Category on or after March 1, 2017 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.

#### **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.

#### **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/>