

Productsup Partner Program

# Selling Guide

## Table of contents

Selling Guide Introduction	3
What defines a Sell Partner	3
Sell Program Overview	4
Program Benefits	4
Partner Commission	6
Opportunity Registration	10
Opportunity Activity Requirements	11
Approval of Opportunity Registration	12
Tenders	13
New Term Renewals	14
Customer Price Discounting	15
Customer Support	15
Opportunity System of Record	16
Payment Requirements	17
Program Requirements	18
More Information	20

## **Selling Guide Introduction**

Partners are critical to Productsup to enable us to deliver the full value of our Productsup Platform across the globe. By joining the Productsup Partner Program you will be part of a world-class ecosystem of market leaders who collaborate to help customers address their business and technology challenges.

Partners will benefit from valuable support, enablement and marketing engagement. In return, partners agree to commit to position, train, certify, do business development and marketing activities for the Productsup Services. The payback? The competitive edge of gaining enhanced market opportunities and creating a richer earnings model.

The Productsup Partner Program supports commercial engagements for partners in order to support the customer buying cycle, and allows the flexibility for partners to collaborate with Productsup in multiple facets to further expand business opportunities.

### **What defines a Sell Partner?**

A Sell Partner is a type of Partner that acts as an intermediary between Productsup and the End Customer. It is an extension of Productsup in that the Partner will sell to End Customers the Productsup Solutions and/or the Productsup Services in Productsup's name and for Productsup's account.

Our partner channel is an extension of Productsup.

This Selling Guide covers two prominent commercial Go-to-Market types, Co-sell and Sell, which will be described in more detail in this Selling Guide.

## Sell Program Overview

### Program Benefits

The Productsup Partner Program outlines the benefits the Partner has access to.

To access the full benefits of the Productsup Partner Program, Partner needs to have signed with Productsup a Partnership Specification Form, incorporating at least Productsup's General Partnership Agreement, the Selling Go-to-Market Schedule, this Selling Guide, as well as the General Partner Program Guides and to comply with the requirements set forth therein.

The table below provides a summary of the **Benefits** available with further details provided in the Partner Program Guide.

### Overview of the benefits

By primary go-to-market	Sell & Co-sell
Example partner types	Independent Software Vendor Sales Agent Systems Integrator Value Added Reseller
<b>Overall Partnership benefits</b>	
Joint go-to-market / business plan (1)	V
Productsup leadership sponsorship commitment	By invitation
Productsup dedicated Partner Account Manager	V
<b>Enablement benefits</b>	
Productsup Partner Program welcome kit	V
Access to the Productsup Partner logo	V
Access to the Productsup Partner Portal	V
Number of Partner Portal users allowed	Unlimited
Access to online training content and collateral	V
Access to Instructor Led Training courses	€
Access to Productsup Partner enablement webinars and events	V

<b>Marketing benefits</b>	
Listed on Productsup.com as a Partner	V
Access to Productsup Partner communications and newsletters	V
Joint collateral	By invitation
Sponsorship opportunities for Productsup hosted events	By invitation
Joint press releases	By invitation
Co-marketing activities	By invitation
Customer case study development support	By invitation
<b>Commercial benefits</b>	
Regular go-to-market and pipeline reviews (1)	V
Account planning and sales engagement (1)	V
Access to the online sales enablement	V
Access to Productsup sales tools	V
Participation in Productsup events	By invitation
<b>Technical and Support benefits</b>	
Dedicated shadow support hours	By invitation
Access to a Productsup Platform; Sandbox (internal training access only)	V
<b>Engagement benefits (1)</b>	
Eligible for sell / co-sell commission	V
Sales support in co-sell prospective customer opportunities after Productsup verification and approval	V
Pre-Sales support in sell prospective customer opportunities after Productsup verification and approval	V
€ = Additional fee to be paid	
(1) Only applicable when the corresponding Schedule to the Productsup Partner Agreement is signed	

## Partner Commission

The Co-sell or Sell Commission consists of a percentage of the revenue (as further specified below) the customer agreement as signed between Productsup and an Approved Selling Opportunity or an Approved Co-Selling Opportunity. The exact amount of the Co-sell or Sell Commission is calculated based on the following formula:

**Co-Sell/Sell Commission = the percentage of the initially committed (upon execution of the order), new annual contractual value (“New ACV”) of year 1 of the order (based on newly generated revenue from software Subscriptions only, excluding any revenue from Productsup Professional Services and Overage Fees). [For Approved Selling Opportunities, Partners have the possibility to earn an additional Sell Commission for year 2 and 3 of the Initial Term of the Subscription (please see the exhibit below).**

**Note that the Partner Commission is capped at 500,000 Euro of New ACV revenue as described in the formula above (i.e. any revenue exceeding this amount will not be attributed to the base for calculating the Referral Commission).**

The Co-Sell/Sell Commission is calculated based exclusively on New ACV revenue generated from the initially committed (upon execution of the order) fees for the first year of Subscriptions of the Productsup Solutions. This does not include revenue generated from other Productsup Services, such as, but not limited to, Productsup Platform add ons and Productsup Professional Services and from third party services. For an overview of the Productsup Services, as changed from time to time, please visit <https://www.productsup.com/legal/> and consult the documents linked in the Services Documentation section.

The Co-sell or Sell Commissions that the Partner may be entitled to, are set out in the exhibit below:

Sell type	Approved Opportunity	One-time Referral Commission (1)	One-time Co-sell Commission	One-time Sell Commission	Maximum Partner Commission
Source only	By Partner through Partner Portal	10%			10%
Co-sell	By Partner through Partner Portal	10%	Plus <u>10%</u>		20%
Co-sell	<u>By Productsup</u>	0%	<u>10%</u>		10%
Sell	By Partner through Partner Portal	10%		Plus 20%	30%
Fulfillment only	By Productsup				5%
Subscription Yr 2 / Yr 3 (2, 3)	By Partner (Sell only)				10% per year

- (1) This is applicable when the corresponding Referral Schedule to the Productsup Partner Agreement is signed and subject to the Referral Guide.
- (2) Subsequent years; 2 and 3, and additional contracted years, will be at 10% Commission and only based on the annual contractual value ("ACV") of years 2 and 3, or additional contracted years, (based on newly generated revenue from software Subscriptions only, excluding any revenue from Productsup Professional Services and Overage Fees.

**Sourced and Approved:** Partner completes and submits a new Opportunity via the Partner Portal and is indicated as the “Opportunity Source”. See [Opportunity Registration](#) paragraph for more details.

**Maximum Commission is 10%**

**Co-sell:** Productsup or a Partner will from time to time need the support to conclude the Approved Co-Sell Opportunity successfully.

On these occasions Productsup will work with the Partner to help close the Approved Co-Sell Opportunity together.

When a Partner agrees to participate in Productsup originated transactions (see the below motion 1), the level of the Partner’s engagement must be defined by Productsup and the Partner and recorded through the Productsup System of Record (Salesforce).

The Co-sell Go-to-Market covers two motions:

1. Approved Co-sell Opportunity sourced by Productsup.

This means that Productsup manages the sales cycle, sells and closes the Opportunity.

At Productsup’s discretion it can request a Partner to assist in certain stages of the sales cycle. For instance product demonstration, providing domain expertise, access to decision makers etc.

**Maximum Co-sell Commission is 10%**

2. Approved Co-sell Opportunity sourced by the Partner.

Productsup expects the Partner to perform a minimum set of sales cycle management activities. For examples, we refer to the [Opportunity Activity Requirements](#) paragraph.

**Maximum Co-sell Commission is 20%**



**Sell:** The Partner is independently driving the Sales Cycle and all Activities to close the Approved Opportunity. See [Opportunity Activity Requirements](#) paragraph for more details.

In the case of the Partner selling on their Paper, there will need to be a back-to-back Master Service Agreement (MSA) with Productsup's then valid Master Service Agreement (MSA).

The Partner can always request assistance of Productsup via their appointed Partner Account/Sales Manager to maximize the positive outcome and secure the Approved Opportunity. As all the criteria as stipulated in this Guide are met, the Partner shall be eligible for applicable Commission.

The Partner is able to position and sell for instance their own Consulting Services, add-ons and/or integration packages directly to the Customer. Productsup will not hold any liability for Partner owned services, products or integration offering.

### **Maximum Sell Commission is 30%**

For examples of Approved Opportunity (sales) activities Productsup expects from a Partner in a Sell situation, we refer to the [Opportunity Activity Requirements](#) paragraph.

**Services only:** On Productsup managed Opportunities the Partner might be invited to deploy their Professional Services only. The Partner is not required to register the Opportunity and the Partner is not eligible for a Commission.

**Customer Ownership:** in all cases the Customer Ownership will also remain with Productsup. If a Customer has signed on Partner Paper, Productsup will make best efforts to inform the Partner, if direct communication with the Customer is required.

**Technical Support:** Productsup will deliver first and second line Support on its platform and products to all Customers. Terms and SLA can be found on [Productsup.com](#).

## Opportunity Registration

Partners are required to register Opportunities through the Partner Portal, which is referred to as a Partner Sourced Opportunity. Productsup's standard process is to validate and then either "Approve" or "Reject" every registered Opportunity. An Opportunity approved by Productsup is referred to as Approved Co-Sell Opportunity or Approved Sell Opportunity. This means that Partner may be entitled to earn a Co-Sell Commission or Sell Commission upon successful execution of an applicable order with such Approved Co-Sell or Approved Sell Opportunity

Productsup will at its sole discretion approve an Opportunity registration.

In deciding whether to approve a Partner sourced Opportunity as Approved Co-Sell or Approved Sell Opportunity, Productsup will review whether the Opportunity is already registered with Productsup and look for one or more of the following actions documented by the Partner in the opportunity notes in the Partner Portal opportunity record:

- Partner has provided a sufficient level of detail regarding the Opportunity and the prospective Customer .
- CxO level and/or champion is identified by the Partner. The champion is the person within the prospect or Customer that promotes the idea of Productsup product usage in the organization and has access to (other) decision makers/CxO level.
- The Partner has had at least the first meeting(s) with the champion and/or CxO.
- The prospective Customer's goal/business problem/need is identified and confirmed by the prospective Customer.
- Budget and project timing is clear ("Estimated Close Date" of Opportunity not later than 9 months from date of approval)

If Opportunity was terminated but is still active, Partner can re-submit, and Productsup approval process reapplies

## Opportunity Activity Requirements

In order for Partners to be eligible for a Co-Sell/Sell Commission, Productsup requires the following activities by the Partner to be executed. Based on the engagement model, Co-sell or Sell, the activities will vary.

### Co-sell

- Partner is compliant with the Program Requirements as indicated in this Selling Guide and the Partner Program Guide
- Productsup assigns an Account Executive and Solution Engineer to support and run the sales cycle
- Partner can assist with the scoping of the Customer business needs by the Account Executive
- Partner can assist with the demonstration of the Productsup Platform based on the business requirements of the Customer by the Solution Engineer
- Based on the technical requirements and scoping the Partner can be invited to support the execution of the prospective customer's Proof of Concept (PoC)
- Partner actively supports the sales cycle at request by Productsup to come to a successful close
- Partner provides regular updates and information to Productsup
- When requested the Partner supports the Customer handover meeting with Productsup to complete implementation plan and agree on roles and responsibilities

### Sell

- Partner is compliant with the Program Requirements as indicated in this Selling Guide and the Partner Program Guide
- Partner does the scoping of the business needs and demonstrates the Productsup Platform based on the business requirements of the Customer.
- In cases where the Partner is invited to execute a Proof of Concept, a verification with Productsup is needed and requested via the Partner Account/Sales Manager.
- Partner can request paid Professional Services from Productsup to support or execute a Proof of Concept in exceptional cases after Productsup approval
- Partner actively drives the sales cycle and confirms the Customer sequence of events to come to a successful close
- Partner provides Productsup with the forecasting information as requested by the Productsup Partner Account Manager
- Partner guides the Customer purchasing process and present the Customer with the Productsup approved MSA, and Order Form to be signed by Customer directly with Productsup or with Partner
- Partner completes the standard Customer Order Form and submits to Productsup for review and approval. After approval the customer signing process can be completed.

- Shortly after completing the customer signing process, the Partner plans a Customer Handover Meeting with Productsup to complete the implementation plan and agree on roles and responsibilities.

\* Pending Partner training and enablement provided by Productsup, Productsup will need to be engaged for scoping and estimating. This will not affect the commission for Partners.

## **Approval of Opportunity Registration**

Productsup will at its sole discretion approve an Opportunity following Partner's complete registration hereof via the Opportunity Registration Form on the Partner Portal. Following the approval of an Opportunity, a confirmation email will be sent to the Partner, confirming the Opportunity's status as an Approved Co-sell or Sell Opportunity and therefore Partner's eligibility for the Co-sell or Sell Commission.

## **Expiration/Termination**

The Approved Co-Sell/Sell Opportunity shall cease to be deemed an Approved Co-Sell/Sell Opportunity (i.e. the Partner loses its eligibility for Co-Sell/Sell Commission) under the following circumstances:

- Due to a lack of Partner information and/or activity as recorded via the Partner Portal or related to the Productsup sales representative on the Approved Co-Sell/Sell Opportunity within 90 days following the approval of the Approved Co-Sell/Sell Opportunity.
- Twelve (12) months following the approval of the Approved Co-Sell/Sell Opportunity if it has not resulted in the execution of an order with the Approved Co-Sell/Sell Opportunity.
- If the Approved Co-Sell/Sell Opportunity has not progressed beyond the current Productsup sales stage, within twelve (12) months from date of the Approved Co-Sell/Sell Opportunity being approved by Productsup, the Partner would need to resubmit the Opportunity for re-approval, and it will be at Productsup's discretion to re-approve it.
- If the Approved Co-Sell/Sell Opportunity expires, the Partner will no longer be eligible for a Co-Sell/Sell Commission.
- Productsup will inform the Partner via an email notification one week before the expiration of any Approved Co-Sell/Sell Opportunity.
- For commission eligibility the partner agrees to solely position the Productsup Platform with approved Prospect and not any of its competitors.

## Tenders

In cases where Productsup was not aware of the Tender bidding procedure by prospect Customer, the first Partner to formally complete and submit the Opportunity Registration Form in the Partner Portal will be the formal Source Partner.

Productsup agrees on a case by case basis whether it is a referral, co-sell or sell engagement before resulting in an Approved Opportunity.

Based on the execution of the sales cycle, Productsup will assess if another partner will be eligible for sell or co-sell commission based on outlined **Opportunity activities**. This will be agreed between Productsup and partner and documented in the partner portal on the opportunity record.

See example below: where partner A activity has been limited to registering the opportunity. In this case Partner A is recognised as the source.

Partner B can either co-sell or sell and is compensated accordingly based on the executed opportunity activities.

	Opportunity source	Opportunity activities	Referral commission	Co-sell commission	Sell commission	Maximum partner commission
Partner A	V	-	10%	0%	0%	10%
Partner B	-	V	0%	10%	0%	10%
Partner B	-	V	0%	0%	20%	20%

## New Term Renewals

Means the new Term(s) when a Partner will renew its End-Customers subscription to its software and the Partner's Products.

Productsup allows Partners to earn a Commission on Subscription Renewal as described. Partner is only eligible in case of an original sell engagement on a closed won Approved Opportunity is Partner sourced and the back-to-back Master Service Agreement (MSA) had a minimum duration of 3 years.

Three months before the end of the term of the MSA, the Partner will contact the Customer to propose the renewal at the then valid and approved Productsup pricing.

Renewal forms must be signed before the expiration of the initial contract. Partner is then eligible for Renewal Commission.

If the Partner does not initiate the Renewal Process in a timely manner, Productsup reserves the right to take over and the Partner will not be eligible for Commission.

Partners are required to register Renewal Opportunities via the Partner Portal for approval, after submitting the Order Form to Productsup for review and further processing.

Renewal commission structure	Year 1	Year 2	Subsequent years
First subscription renewal	15%		
Second subscription renewal		10%	
Subsequent subscription renewals per case			10%

The minimum term of the renewal is 3 years for the Partner to be eligible for a Renewal Commission.

## **Customer Price Discounting**

Any required customer discounting will require PUP approval. Productsup will review each request and approve or deny the request.

## **Customer Support**

The Productsup will provide support for Customers' requests on Productsup products.

The Customer technical support at Productsup is managed through a Service Level Agreement (SLA) which governs the provision of Product and Account Support through Productsup in case of malfunctions of the Productsup Software or for Client's functionality requests.

For more information we refer to following available resources:

Service Level Agreement (SLA) can be found on the Partner Portal

Services Documentation: <https://www.productsup.com/legal/>, in the Services Documentation section.

Productsup Platform and outages status <https://status.productsup.io/>

Productsup Help Center <https://help.productsup.com/>

## Opportunity System of Record

In order for Productsup to be able to approve the Opportunity, Productsup's opportunity system of record (Impartner) must be completely and accurately filled in. The opportunity system of record is Opportunity specific and contains information on all parties involved, whereby the roles and responsibilities are described in the following way:

- The Partner creates and submits an Opportunity on the Productsup Partner Portal
- Productsup approves the Opportunity details in the opportunity system of record (in its sole discretion)
- The Opportunity is then considered an Approved Sell Opportunity and Partner is added by Productsup as a 'Selling Partner' to the Opportunity within the opportunity system of record
- The Partner shares updates with regard to the Approved Sell Opportunity with Productsup, preferably by updating the Approved Sell Opportunity within the Productsup Partner Portal
- The Productsup Partner Manager will notify the Partner via email of closed (won/lost) Approved Sell Opportunities
- Relevant Information about the earned Co-sell or Sell Commission and payout dates (subject to Partner's invoice) will be shared by Productsup's finance department



## Payment Requirements

The payment of the Sell Commission is subject to the following requirements:

- A signed Partnership Specification Form by the Sell Partner, incorporating at least Productsup's General Partnership Agreement, the Selling Go-to-Market Schedule, this Selling Guide, as well as the General Partner Program Guides.
- Full compliance with the terms and conditions of the Agreements, Go-to-Market Schedules and Partner Program Guides incorporated in an applicable Partnership Specification Form
- Completion of the Opportunity Registration Form in the Partner Portal as described in this Guide resulting in an Approved Selling Opportunity
- Productsup has an order with the Approved Opportunity before expiration of the twelve (12) month validity period (which may be renewed and/or extended if agreed by Productsup)
- Partner has to submit an invoice for the Sell Commission amount as communicated and confirmed by Productsup
- Payment by Productsup will be done within 60 days after the receipt of the Partner's invoice or in such other time period as may be agreed by the Parties in a Partnership Specification Form
- If in any circumstances the customer fails to comply with its payment obligations, Productsup has the right to claw back the paid Co-sell or Sell Commission related to this specific Approved Opportunity in full from Partner; Productsup may offset this against any outstanding or future payment obligations vis-à-vis Partner

In addition to this:

- Exceptions to this Guide are on a case-by-case basis and should be escalated to the relevant Productsup Partner Account Manager
- All exceptions to the selling commission are subject to approval by the Chief Revenue Officer (CRO) or Senior Vice President (SVP) Partners of Productsup and must be confirmed and agreed by both parties in writing (email) or otherwise indicated
- Any exception to the Agreement as set out by a relevant Partnership Specification Form, including exceptions to this Selling Guide, must be separately agreed by the Parties through an instrument in writing, duly executed by the authorized representatives of each Party

## Program Requirements

The Productsup Partner Program Requirements are conditional on the Partner signing up to the main Productsup Program and are in addition to the Requirements of what is listed in the Productsup Partner Program Guide.

All Partners are required to commit to the following Requirements in order to qualify for continuous participation in the selling program:

### Overview of the Requirements

By primary go-to-market	Sell & Co-sell
Example partner types	Independent Software Vendor Sales Agent Systems Integrator Value Added Reseller
<b>Overall Partnership requirements</b>	
Commit to a joint go-to-market / business plan (1)	V
Signed Partnership Specification Form incorporating at least the Partner Agreement, Selling Go-to-Market Schedule, Selling Guide and General Partner Program Guides	V
Access to and use of the Partner Portal	V
Commit an internal nominated primary contact	V
Commit an internal sponsor for the Partnership as agreed in business plan	V
Commit to fortnightly pipeline review (1)	V
Commit to quarterly business review	V
Commit to annual Partnership review	V
<b>Enablement requirements (2)</b>	
Commit to regular attendance at Productsup presented webinars	V
Comply with the specifications and requirements of the Productsup Learning & Enablement Guide	V
Minimum number of individuals successfully completed P2C & the Productsup Platform for decision makers (3)	2
Minimum number of individuals successfully completed Yellow Belt certification (3)	2
Minimum number of individuals successfully completed Blue Belt certification (4)	1
Minimum number of individuals successfully completed Black Belt certification (4)	1

Commercial requirements	
Commit to register prospective Opportunities on the Partner Portal	V
Commit to minimum number of annually sourced Opportunities (1, 5)	2
<b>OR</b> a minimum annual revenue contribution based on the new annual contractual value ("new ACV") of year 1 (software subscription only) (1, 6)	50.000 Euro
(1) Only applicable when the corresponding Schedule to the Productsup Partner Agreement is signed	
(2) Partner must be compliant with the minimum of required certifications at all time	
(3) Must be completed within the first 60 days of the Partnership commencing	
(4) Must be completed within the first 90 days of the Partnership commencing	
(5) Partner has to source a minimum amount of Opportunities per annum to qualify to remain a Partner (a 2023 requirement)	
(6) Partner has to contribute a minimum amount of revenue per annum to qualify to remain a Partner (a 2023 requirement)	

## **More Information**

- In all instances, please first contact your Productsup Partner Account Manager.
- The Productsup Partner Portal is the primary source for key information and will be updated regularly, so check it often.

### **Other:**

- This Productsup Program Selling Guide (“Selling Guide”) sets forth further guidelines in the context of Partnership between the Partner (“you”, “your”) and Productsup. When incorporated in a Partnership Specification Form, this Selling Guide is subject to and forms part of the General Partner Agreement and the applicable Selling Go-to-Market Schedule, as concluded between you and Productsup. Productsup may post or publish supplements, policies, pricing and, or, guidelines to this Selling Guide.
- Some supplements and other information may be specific to certain regions and/or certain (types or groups of) Partners.
- Please review this Selling Guide carefully, along with all additional documentation of the Productsup Partner Program, posted on the Partner Portal or provided to you otherwise.

**Visit the Partner Portal frequently for the most up-to-date information and version of this guide.**