Program Year 2019
Cloud Reseller
Program Policies
Cloud Reseller Program Policies

Program Year 2019:
March 1, 2018 - February 28, 2019
Version: June 1, 2018

These Cloud Reseller Program Policies (“Policies”) are current as of the version date set forth above and shall remain in effect unless and until they are superseded at this same (or redirected) URL by a version with a later version date.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 to Reseller.

Reseller must comply with these Program Policies as well as the Salesforce Reseller Agreement (“Agreement”) and Cloud Reseller Addendum in order to participate in the Cloud Reseller Program. Capitalized terms not defined in these Policies have the meaning given to them in the Reseller Agreement. Reseller must be enrolled in the Consulting Partner Program in order to participate in the Cloud Reseller Program.

Cloud Reseller Program Overview

The Cloud Reseller Program is designed for resellers that are inspired to lead the next phase of innovation and help companies connect with their customers in entirely new ways by providing marketing, pre-sales, and post-sales support to Customers. SFDC offers our resellers robust resources, training, and tools, enabling them to develop expertise around specific business functions, product areas, and industries so they can best serve their customers and differentiate their practices.

Unlike programs developed by traditional software providers, the SFDC Cloud Reseller Program is built exclusively for the cloud and takes advantage of its unique customer engagement models, economics and potential to deliver customer success.

Cloud Reseller Program Benefits

The Cloud Reseller Program includes the following benefits (depending on the specific Reseller relationship), as further described below:

- **Access to SFDC’s Partner Community, subject to the terms and conditions of the Salesforce Partner Program Agreement**: The Partner Community is Reseller’s one-stop shop for education, enablement, and engagement. SFDC provides Resellers with the resources and knowledge they need to build their resale business.
- Pricing discounts
- Access to certification vouchers
- Market Development Funds
- One Technical Support Case Pack (25 case allotment) provided annually
- 10% discount for the first year on Partner Premier Success for Cloud Resellers
- Channel Account Manager (CAM): SFDC will designate a Channel Account Manager
resource to help the Reseller remain in good standing and comply with these Policies by:
  o Assisting with business planning
  o Navigating the enablement journey
  o Reviewing quarterly business performance
  o Highlighting applicable Cloud Reseller program benefits

- Demonstration orgs to build out for demonstration purposes
- Access to a 30-60-90 day reseller onboarding guide
- Access to comprehensive role-based learning journeys
- Access to the Salesforce Reseller Marketing Journey
- Training for marketing; pre-sales; sales; and post-sales support
- Direction via Reseller Rules of Engagement, to reduce channel conflict
- In-region sales “bootcamp” within 6 months of mutually executed Reseller Agreement
- Access to Reseller Partner marketing resources and best practices
- Access to “Cloud Reseller” badge available for marketing
- Quarterly Business Reviews (QBR), including review of business plan and Reseller performance metrics
- Access to ten (10) Salesforce Lightning CRM Enterprise Edition subscriptions at no cost. Subscriptions are offered to Reseller to utilize for internal purposes only in a designated Org. If Reseller wants more than 10 subscriptions for the Org, Reseller will need to purchase additional subscriptions directly from its SFDC Account Executive as a direct customer.

**Marketing and Marketing Development Funds**


Reseller may request marketing development funds (“Marketing Development Funds”) to cover SFDC co-marketing activities, provided such requests are made prior to the 15th day of the second month of the quarter (based on SFDC’s fiscal year) and otherwise in accordance with the CRM Co-Marketing Fund Request process. SFDC will determine in its sole discretion whether or not reimbursement for such co-marketing activities will be granted and all pre-approved reimbursements are subject to Reseller providing documented activity results to SFDC (e.g., attendee lists, opportunities, closed business, etc.) within two (2) weeks after the activity occurs.

As a guideline, and subject to approval by SFDC in its sole discretion, the total Marketing Development Funds allocated to Reseller **per SFDC fiscal year** will not exceed an amount equal to the greater of 2% of Reseller’s prior fiscal year Cloud Resell Annual Contract Value (ACV) or USD 10,000 (USD 10,000 in the case of net new Resellers), prorated based on the effective date of the applicable Cloud Reseller Addendum. If Reseller attains target for Renewal Rate, ACV, and Certifications, as documented in the Reseller Agreement between the parties and herein, Reseller may be eligible to receive funds equivalent to 3% of its prior fiscal year Cloud Resell ACV instead of 2%, in SFDC’s sole discretion. In any event, SFDC’s reimbursement contribution per activity will cover no more than fifty percent (50%) of the eligible costs of each reimbursable co-marketing activity. Note that Reseller is responsible for sponsorship, delivery, and execution of co-marketing activities and Marketing Development Funds do not roll over to subsequent years.

Marketing Development Funds shall not be used for travel or travel-related expenses (meals, transportation, hotels), or for Dreamforce or other conferences where SFDC is a direct sponsor. Any
personally identifiable information garnered as part of this activity shall be collected and used by Reseller only in compliance with applicable law.

Additionally, Reseller must comply with the SFDC PR Guidelines and Partner Branding Guidelines. Reseller may not publicly mention Salesforce or any of its brands without prior written approval from SFDC, which Reseller may request via email at spartner@nectarpr.com no less than four weeks prior to the date on which Reseller wishes to make such mention.

Cloud Reseller Program Requirements

Annual Contract Value (ACV)
“ACV” means the annualized value of contractually committed fees for new and add-on subscriptions for the Service(s) and the contractually committed incremental fees for subscription upgrades set forth in an applicable Order Form. Renewal subscriptions are excluded from the ACV calculations as set forth in the Cloud Reseller Addendum. In the event that Reseller does not achieve the annual ACV requirements set forth in the Cloud Reseller Addendum, the Probation ACV set forth in the Cloud Reseller Addendum will, in SFDC’s sole discretion, apply during a six (6) month probationary period.

Renewal Rate
In the month following each anniversary date of the Cloud Reseller Addendum Effective Date (or in accordance with the terms of Reseller’s existing Reseller Agreement covering the same subject matter in the event Reseller has not executed a Cloud Reseller Addendum), SFDC will calculate the average renewal rate defined as the total monetary value of renewed subscriptions sold by Reseller (but excluding new or add-on subscriptions that are part of the renewal Order Form, which are instead counted as ACV), divided by the total monetary value of subscriptions sold for the same Customers’ then expiring contract term. The average renewal rate for all such Customers shall exceed or equal the amount set forth as the Average Renewal Rate Requirement in the Cloud Reseller Addendum.

In the event that Reseller does not achieve the Average Renewal Rate Requirement, SFDC, in its sole discretion, may elect to offer Reseller an opportunity to satisfy the requirement by achieving a renewal rate greater than or equal to 80% during a six (6) month probationary period. The renewal rate for the probationary period will be calculated using the same methodology as the Average Renewal Rate is calculated.

Go-To-Market Business Plan
Acceptance into the Cloud Reseller Program requires the development of a Go-To-Market Business Plan (“GTM Plan”) which should outline a 3-year plan for marketing, ACV growth, prospect creation, retention, resource staffing, certification/training, and financial forecast. This GTM Plan must be approved by the Salesforce Channel Account Manager.

Roles and Certifications
Reseller, at a minimum, must meet the following resource and certification requirements as outlined in the tables below and further described in the footnotes. These requirements are designed to ensure Reseller has the appropriate knowledge and team to support the reseller relationship and support Customers.
Reseller will submit to SFDC a detailed certification plan, subject to SFDC approval, no later than thirty (30) days after the Cloud Reseller Addendum Effective Date, and annually thereafter during the Term of the Agreement. The certification plan will provide the timeline for when each full time equivalent employee or agent of Reseller (“FTE”) designated to support the SFDC reseller relationship with SFDC will obtain the necessary certification requirements. NOTE: One (1) individual may hold multiple certifications and satisfy the requirements, but each of the 9 roles listed in the table below must be filled by a different individual.

The following roles must be filled by Reseller within the first six (6) months after the Cloud Reseller Addendum Effective Date.

<table>
<thead>
<tr>
<th>Pre-sales / Sales Functions</th>
<th>Minimum # of FTEs in Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resale Alliance Manager¹</td>
<td>1</td>
</tr>
<tr>
<td>Sales Manager²</td>
<td>1</td>
</tr>
<tr>
<td>Account Executive³</td>
<td>1</td>
</tr>
<tr>
<td>Marketing Manager⁴</td>
<td>1</td>
</tr>
<tr>
<td>Lead Generation Resource⁵</td>
<td>1</td>
</tr>
</tbody>
</table>

¹Resale Alliance Manager: drives the overall health of the reseller relationship, reporting on Reseller’s overall performance and compliance with applicable requirements, acting as the primary point of contact for SFDC Channel Account Manager on all programmatic elements of the relationship.

²Sales Manager: leads a team of sales account executives, reports on sales activity and forecast to Channel Account Manager, strives to meet and exceed all sales targets, addresses any Customer escalations, and provides ongoing coaching and development of the sales team.

³Account Executive: sells to accounts, strives to execute account plans to deliver maximum revenue potential, manages complete and complex sales-cycles, forecasts sales activity and revenue.

⁴Marketing Manager: develops and executes defined marketing programs to drive increased pipeline and sales revenue.

⁵Lead Generation Resource: manages and qualifies leads and drives net new logos.

⁶Sales Engineer: leads business process redesign, roadmap planning, and identifies touch points through multi-cloud implementations.

⁷Consultant: Defines scope and plan for new solutions, translates business problems into actionable solutions.

⁸Customer Success/Account Manager: drives adoption, expansion, success and renewal of existing Customers.

⁹Renewals Manager: manages and secures closure on all Order Form renewals.

¹⁰Support Agent: provides technical support to portfolio of Customers.

The following roles must be filled by Reseller within the first year after the Cloud Reseller Addendum Effective Date.

<table>
<thead>
<tr>
<th>Post-sales / Customer Success Functions</th>
<th>Minimum # of FTEs in Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Engineer⁶</td>
<td>1</td>
</tr>
<tr>
<td>Consultant⁷</td>
<td>2</td>
</tr>
<tr>
<td>Customer Success / Account Manager⁸</td>
<td>1</td>
</tr>
<tr>
<td>Renewals Manager⁹</td>
<td>1</td>
</tr>
<tr>
<td>Support Agent¹⁰</td>
<td>1</td>
</tr>
</tbody>
</table>

Reseller is required to meet the following minimum certification requirements based on the type
of products it resells (Salesforce Services or Marketing Cloud). Salesforce Services means Services currently branded as Sales Cloud, Service Cloud, Community Cloud, Chatter, Force.com, Site.com, and Database.com. “Adjunct Salesforce Services” means Services currently branded as Financial Services Cloud, Health Cloud, IoT Explorer, Salesforce CPQ, and Work.com. “Marketing Cloud Services” means Services currently branded as Email Studio (formerly ExactTarget), Social Studio, Predictive Intelligence and Advertising Studio (formerly Social.com and Active Audiences).

Required Certifications if Reseller is reselling Salesforce Services and/or Adjunct Salesforce Services (note that the following certifications apply at the company level):

<table>
<thead>
<tr>
<th>Certification</th>
<th># Certs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Cloud Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Service Cloud Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Salesforce Advanced Administrator</td>
<td>1</td>
</tr>
<tr>
<td>Platform Developer I</td>
<td>1</td>
</tr>
<tr>
<td>Platform App Builder</td>
<td>1</td>
</tr>
</tbody>
</table>

Required Certifications if Reseller is reselling Marketing Cloud Services (note that the following certifications apply at the company level):

<table>
<thead>
<tr>
<th>Certification</th>
<th># Certs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Cloud Social Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Marketing Cloud Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>

To sell any Salesforce services other than Salesforce Services/Adjunct Salesforce Services or Marketing Cloud Services, Reseller must obtain the following certifications:

Only available to resellers of Salesforce Services/Adjunct Salesforce Services:

<table>
<thead>
<tr>
<th>Cloud/Product</th>
<th>Certification</th>
<th># Certs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salesforce CPQ</td>
<td>CPQ Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Field Service Lightning</td>
<td>Field Service Lightning Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>

Available to resellers of Salesforce Services/Adjunct Salesforce Services and Marketing Cloud Services:

<table>
<thead>
<tr>
<th>Cloud/Product</th>
<th>Certification</th>
<th># Certs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Cloud</td>
<td>Community Cloud Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Commerce Cloud</td>
<td>Commerce Cloud Digital Developer</td>
<td>1</td>
</tr>
<tr>
<td>Pardot</td>
<td>Pardot Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Einstein Analytics</td>
<td>Analytics Brown Belt</td>
<td>1</td>
</tr>
</tbody>
</table>
SFDC retains the right to audit Reseller’s certifications and to verify that Reseller is maintaining at least the minimum required number of certifications, based on the Salesforce services being resold. SFDC also retains the right to prohibit resale of a specific SFDC service if Reseller fails to maintain the related certifications. For additional information about certifications, see here.

**Customer Success**

Resellers participating in SFDC’s Cloud Reseller Program play a key role in the success of Customers, including adoption and renewal. SFDC will work to support Reseller in its implementation of best practices that successfully support Customers in order to reduce Customer attrition and develop long-term relationships. SFDC expects resellers participating in SFDC’s Cloud Reseller Program to support and track customer success using the following metrics:

- **Customer Satisfaction**: Reseller must maintain an average customer satisfaction score of 8.4 out of 10 over the previous 18 month rolling period based on surveys completed by Customers and submitted via the Partner Community with respect to implementation projects.
- **Customer Success**: Reseller must demonstrate at least 2 customer success stories per year.
- **“Red Accounts”**: Reseller shall strive to have no Red Accounts for so long as it remains a Cloud Reseller and to remedy any such occurrence within 30 days of such account being deemed a Red Account. A Customer account shall be deemed a “Red Account” if one or more of the following occur: 1) the Customer’s renewal is at material risk; 2) the Customer escalates a material issue to Partner executives; 3) Customer’s go-live is at material risk; or 4) a critical issue arises involving multiple Partner teams.

**Technical Support**

Reseller will designate a sufficient number of its employees or agents to provide Tier 1 and Tier 2 support to Users (including both internal and external Users) as further described below. Support shall be provided in the applicable local language and at a level materially comparable to the standard support provided by SFDC to its own direct customers as described in the Standard Success Plan at https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/standard-success-plan-salesforce.pdf, as updated from time to time or located at (or redirected to) a different URL. Reseller will resolve all Services related issues which are reasonably resolvable by Reseller with the training, knowledge base and tools made available by SFDC, and in any event, use commercially reasonable efforts to resolve User issues before escalating cases to SFDC.

- **Tier 1 Support** is the basic level of support provided to Customers, which may include initial troubleshooting, classification of the problem (i.e. systems issue or user error), etc. Customer support agents at this level are generalists with a broad understanding of the core Salesforce products. They are able to identify an issue, capture a need and resolve basic problems. Unresolved issues at this level are documented and escalated to the next level of support.
- **Tier 2 Support** requires more advanced level tools and skill sets to resolve an issue in a Customer’s Salesforce environment. Tier 2 Support agents or resources have an advanced level of technical knowledge and certification, enabling them to resolve more complex issues. They may also have areas of specialization, as well as access to advanced diagnostic tools or troubleshooting methodologies. Tier 2 agents should be able to resolve the vast majority of issues that are escalated by the Tier 1 support team.
Reseller escalation of cases to SFDC support will occur only after Reseller has exercised full resolution
diligence and has exhausted its resources for resolving any issue. Unresolved issues shall be
documented by Reseller, reported to SFDC via a case submitted in the Partner Community and
addressed by SFDC in accordance with the Standard Success Plan referenced above, or in accordance
with the Partner Premier Success Plan for Cloud Resellers if purchased by Reseller or provided via
Technical Case Packs, each as further described below. Note that SFDC will work only with support
representatives of Reseller, not directly with Customers, and will not work directly with Users
(whether internal or external to Reseller).

SFDC will monitor cases escalated to SFDC by Reseller, and if SFDC determines in its discretion that any
cases escalated to SFDC are solvable by Reseller, SFDC will notify Reseller of such occurrences and
Reseller will remedy the issue and implement a plan to prevent such erroneous escalations from
occurring in the future. Communications between Reseller and SFDC will be in English. SFDC may
require Reseller to manage support cases between Reseller and its Users in a case management tool.

If Reseller fails to meet these Technical Support requirements and such failure remains uncured for
thirty (30) days following notice thereof from SFDC, SFDC may immediately terminate the Agreement
or undertake provision of all support to Customers directly and increase Reseller’s fees for all Services
resold by Reseller by 10% to be documented in the applicable price list for Reseller.

Partner Premier Success Plan for Cloud Resellers
If purchased, the Partner Premier Success Plan for resellers participating in SFDC’s Cloud Reseller
Program provides support for resellers by SFDC experts as further detailed at the following link, and as
it may be updated from time to time, located at (or redirected to) a different URL:
https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-
specific-terms/partner-premier-success-plan-for-crm-resellers-20180201.pdf. Resellers with more than
USD 5,000,000 Cloud Resell Annual Order Value (AOV), which means annualized value of activated
orders that are recurring, are required to purchase Partner Premier Success for Cloud Resellers.
One or more of Reseller’s Customers may choose to purchase Premier Success support directly from
SFDC, however in no event shall Reseller be relieved of the obligation to maintain the certifications
required below and Reseller must be prepared to provide the Tier 1 and Tier 2 support described
herein should it be contacted by Customers for support.

Reseller Program Technical Case Packs
Program Technical Case Packs provides reseller with access to premier level support from SFDC at no
charge for up to a maximum of 25 cases per program year. Case Packs are designed to meet the needs
of new or focused resellers that have a small number of Customers or otherwise warrant less than 25
cases per Program Year, but one Case Pack is provided to each reseller participating in the Cloud
Reseller Program.

Certification requirements for Reseller support teams
Reseller support teams should be made up of agents that possess the following certifications obtained
through the SFDC formal certification program, with prerequisite training done through Trailhead:

For Resellers selling Salesforce Services/Adjunct Salesforce Services, the following certifications are
required per support agent dependent on Tier:
For Resellers selling Marketing Cloud Services, the following certifications are required per support agent dependent on Tier:

<table>
<thead>
<tr>
<th>Certification</th>
<th>Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Cloud Email Specialist</td>
<td>1 &amp; 2</td>
</tr>
</tbody>
</table>

Certification standards may change over time in SFDC’s sole discretion.

Resellers participating in the Cloud Reseller Program are expected to support and track customer success using the following key performance indicators for support:

- Customer Satisfaction Surveys
- Average Days to Close (average days to close cases over a period of time)
- Average Days Open (average age of cases currently open)

**Cloud Reseller Pricing**

The discounted subscription price Reseller pays to SFDC, and the products available to Reseller for resale (not internal use) to Reseller’s assigned territory, are defined in a regional Cloud Reseller price list which SFDC updates quarterly and provides to Reseller via private Chatter Group (or email, if preferred). The Cloud Reseller price list delineates prices within certain subscription volume bands on a product by product basis. Under no circumstances does SFDC manage or control pricing between Reseller and its Customers.

**Reseller Request for Suspension of Services**

As provided in the Agreement, Reseller may submit a written request to SFDC to suspend Services to a Customer that is thirty (30) days or more delinquent in payment by following the process below. Such suspension of Services is in SFDC’s sole discretion.

- Reseller must submit the request in writing to its CAM.
- Reseller will provide SFDC with proof of three (3) written attempts to collect the
overdue Customer payment since the original invoice due date.

- If SFDC determines, in its sole discretion, that suspension is warranted, the SFDC CAM will internally process the suspension of Services, obtain a suspension date ("Suspension Date") and notify Reseller of such Suspension Date.
- Reseller will provide written notification to Customer that Services will be suspended as of the Suspension Date.
- In order to reinstate Services, Reseller must submit written evidence to the SFDC CAM that Customer is current with its payment obligations to Reseller and is otherwise in good standing.
- Reseller bears full risk of Customer nonpayment and shall not be relieved of its obligation to pay fees owed to SFDC in the event of any such nonpayment.

**Reseller Performance Tracking**

All requirements contained in these Cloud Reseller Program Policies may be monitored on a quarterly and annual basis (as applicable) and tracked through the Reseller performance report. The review process will be conducted the month after each quarter or year-end and analysis will be delivered to Reseller. For purposes of performance reviews only, the first full SFDC fiscal quarter following the Cloud Reseller Addendum Effective Date shall be deemed the first quarter.

If Reseller does not consistently fulfill the performance requirements or have an agreed upon action plan to bring performance in alignment with expectations, Reseller may be placed on probation and SFDC may opt for non-renewal of the Agreement.

Any such probation will be for a period of no greater than one (1) year during which Reseller must seek to improve performance. Specific milestones for the probationary period will be set and monitored through the quarterly business review process. During the probationary period, SFDC reserves the right to suspend any or all programmatic benefits provided pursuant to these Policies.