

Partner Program Policies

These Partner Program Policies (“Policies”) are updated as of the date stated above and will apply until superseded by a version with a later version date. Funnel may unilaterally update these Policies. All capitalized terms used in the Policies shall have the same meaning as in the Solution Partner Agreement.

1. Background

The solution partner program is designed for companies that are inspired to bring the best out of marketing analytics to help their customers in entirely new ways by offering services related to Funnel. Funnel offers its partners access to its partner ecosystem resources, training and marketing assets, enabling partners to develop expertise around specific business functions, product areas, and industries so they can best serve customers and differentiate their practices.

The main objective of the solution partner program is to create new business opportunities via referrals of Leads to Funnel. Both Parties will work together to identify and develop new clients driving new revenue into the partnership, allowing the Partner to at the same time extend its services offering to such prospective and current customers.

2. Partner Tiers

When joining the solution partner program, the Partner enrolls in a Partner Tier. Each Partner Tier comes with certain benefits and requirements. The Partner itself must carry out its obligations and responsibilities and may not delegate or subcontract them to someone else. However, for Partners on the Global Solution Partner Tier, Affiliates may use the Program Resources and participate in the collaboration with Funnel alongside the Partner.

The Partner Tiers in the solution partner program are:

Community Partner	Solution Partner	Premium Solution Partner	Global Solution Partner
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2.1 Benefits

2.1.1 Benefits Overview

Community Partner	Solution Partner	Premium Solution Partner	Global Solution Partner
Assets library	Assets library	Assets library	Assets library
Partner updates	Partner updates	Partner updates	Partner updates
Onboarding Training	Onboarding Training	Tailored Onboarding Training	Tailored Onboarding Training
	Partner Account Manager	Partner Account Manager	Global Partner Account Manager
	Sandbox	Sandbox	Regional sandboxes
	Standard Partner Marketing	Premium Partner Marketing	Global Partner Marketing
	Partner Gallery listing	Partner Gallery listing	Partner Gallery listing
	Eligible for co-sell	Eligible for co-sell	Eligible for co-sell
		Partner Success Manager	Partner Success Manager
		Product Insights	Product Insights
	10% revenue share year 1	15% revenue share year 1 + 5% lifetime revenue share	20% revenue share year 1 + 5% lifetime revenue share

2.1.2 Assets library

Funnel always provides a number of assets supporting its partners whether that is to implement, sell or drive additional value for the client. Assets can change over time and Funnel strives to have a very rich assets library for partners to leverage.

2.1.3 Partner updates

Every partner receives regular updates from the Funnel partner team as email newsletters containing useful information for the partnership. That said, valuable information could also be distributed via other channels. Funnel strongly advises all partners to sign up and follow Funnel in several channels.

2.1.4 Training

For partners on the Community Partner and Solution Partner Tiers Funnel has prepared a number of standardized training packages. For partners on the Premium Solution Partner and Global Solution Partner Tiers Funnel will tailor the training to fit the needs of the partner. Funnel has identified a number of topics that could be covered.

2.1.5 Partner Account Manager/ Global Account Manager

All Partner Tiers offer the support of a Partner Account Manager (PAM) / Global Partner Account Manager (GAM) except for Community Partners. The PAM/ GAM will be the first point of contact at Funnel and will work with the partners developing the Funnel business making sure the partnership is successful.

2.1.6 Sandbox

Funnel will provide sandbox accounts to the Service with demo data for partners to use for training and demo purposes. It is also possible to add other data to further test the Service. The Partner may not use the sandbox accounts for its own marketing purposes. Customer data is prohibited in this sandbox.

2.1.7 Marketing

Funnel offers marketing support for partners based on the enrolled Partner Tier. The higher the engagement with Funnel the higher the marketing support. We have several marketing activities in the Funnel marketing toolbox that could be leveraged to promote and sell Funnel.

2.1.8 Partner Gallery listing

Funnel promotes partners that have paid the Participation Fee on <https://funnel.io/partner-directory> to prospects and customers for them to learn more about the partner ecosystem and identify a partner with a good fit for them.

2.1.9 Eligible for co-sell

Both existing customers and prospects reach out to Funnel asking for a partner to support with implementation, run and operate and support services. Funnel will invite partners to these opportunities at Funnel’s sole discretion.

2.1.10 Revenue Share

Partners at the Solution, Premium and Global Partner Tiers can register Leads in order to receive part of the revenue generated by Funnel when and if the submitted Lead results in a customer signing a customer contract with Funnel. Revenue share is based on the Monthly Contract Value for the first year of the customer contract. Partners on the Premium and Global Solution Partner Tiers are also eligible for a recurring revenue share starting from the second year of the customer contract for as long as the customer is under Active Customer Management by the Partner. The details of how the revenue share is applied and calculated are outlined in the Agreement and with further guidance in Section 5 of this document.

2.1.11 Partner Success Manager

The Partner Success Manager (PSM) makes sure that partners are both technically and commercially enabled but as well as being an important stakeholder in everything around the Funnel solution.

2.1.12 Product Insights

For partners on the Premium and Global Solution Partner Tiers we offer insights and discussions with the Funnel product team via different channels. It is very important for Funnel to gather feedback from experienced partners in the ecosystem in order to continue developing the solution being able to solve our customers use cases.

2.2 Requirements

2.2.1 Requirements Overview

Community Partner	Solution Partner	Premium Solution Partner	Global Solution Partner
Onboarding Training	Onboarding training	Training	Training
	Sales Engagement	Sales Engagement	Sales Engagement
	2 new clients	4 new clients	8 new clients
		1 submitted case study	2 submitted case studies
		1 marketing activity	2 marketing activities
		Business Review	Business Review
			Americas, EMEA & APAC
	\$1000 / year partner fee	\$2000 / year partner fee	\$4000 / year partner fee

2.2.2 Training

To be successful, Funnel requires its partners to fully understand the solution and the commercial aspect of Funnel. When onboarding as a partner to Funnel we will together with the partner discuss an appropriate enablement plan. The Partner undertakes to complete the training provided by Funnel for the relevant Partner Tier.

2.2.3 Sales Engagement

A key requirement when participating in the Solution, Premium Solution or Global Solution Partner Tiers is that partners on those Partner Tiers must be ready to engage in sales activities such as sharing information, doing account mapping and aligning on strategies for key accounts.

2.2.4 New clients

Funnel believes that having targets is mutually beneficial for both parties in a partnership and Funnel has decided to measure this in the number of new clients sourced and signed via each partner in a Program Year. Targets are set based on the relevant Partner Tier and specified in section 2.2.1 in this document.

2.2.5 Case study

It is essential that we together invest and develop the partnership and one key activity is to jointly create customer case studies to be promoted internally and externally to showcase our success.

2.2.6 Marketing activity

Marketing support is included in the solution partner program as a benefit and Funnel wants to make sure these benefits are leveraged to their fullest potential. Marketing activities are initiated and discussed together with the PAM who will involve the Funnel partner marketing manager to own and drive with relevant stakeholders at the Partner.

2.2.7 Business review

Funnel strives to have healthy partnerships based on open, honest and transparent communication. It is therefore important to review the partnership making sure we are on track. Business reviews will be initiated and scheduled whenever any of the Parties see fit. Funnel may set up quarterly business reviews as part of the regular business cadence.

2.3 Review and change of Partner Tier

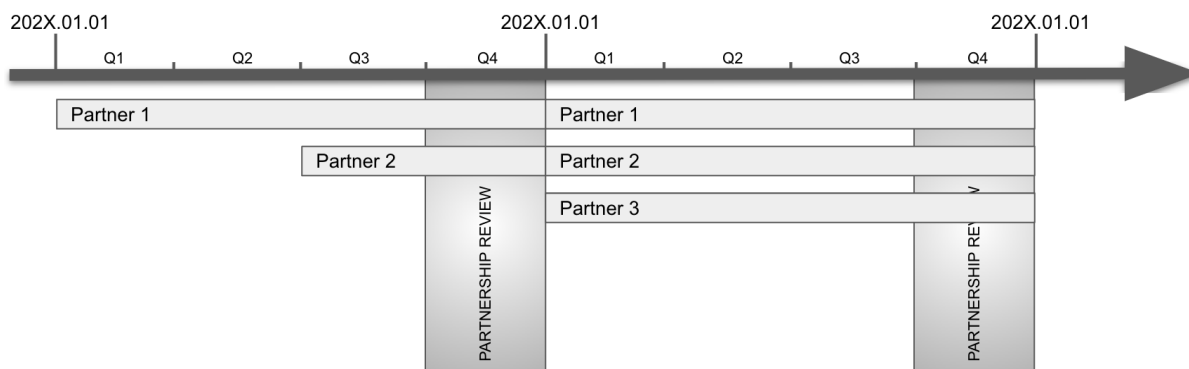
Funnel will each year evaluate its partners based on performance. Evaluations will be conducted during the last quarter of the Program Year and may result in reassignment to another Partner Tier if a partner does not meet the requirements and obligations of the relevant Partner Tier. Any resulting reassignment will be effective as of the first day of the following Program Year. Funnel will notify the reassigned partner of its new Partner Tier on or before the effective date thereof.

Funnel may also evaluate and reassign partners at other times if there are any indications that a partner does not meet the requirements and obligations of its Partner Tier. Any such reassignment will be effective as of a date decided and communicated by Funnel.

Partners may request reassignment to a lower Partner Tier than the Partner Tier for which it qualifies up to ten (10) days after the start of a Program Year. If Funnel approves such a request, such partner is to be reassigned to the lower Partner Tier, effective as of the start of that Program Year, and shall be responsible for the Participation Fee associated with that lower Partner Tier. However, such partner is not eligible for reassignment to a higher Partner Tier for the remainder of that Program Year.

3. Program Year & Fees

The term of the Solution Partner Agreement follows the Program Year, which means that regardless of when a partner enrolls in the solution partner program, the initial term ends at the end of the calendar year and a new term begins.



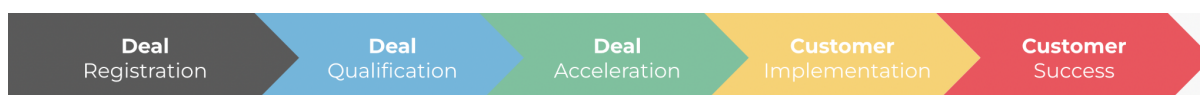
Participation in the solution partner program is subject to an annual Participation Fee based on a partner’s Partner Tier. The Participation Fees for the current Program Year are as follows:

	Community Partner	Solution Partner	Premium Solution Partner	Global Solution Partner
Annual fee	\$0	\$1,000	\$2,000	\$4,000

The Participation Fee will be prorated during the initial term of the Solution Partner Agreement based on how much of the Program Year that remains when a partner signs the Solution Partner Agreement.

4. Selling with Funnel

The Lead registration, a benefit included in the solution partner program, is designed to initiate a collaborative relationship between Funnel and its partners on specific opportunities. Partners at the Solution, Premium and Global Partner Tiers can register Leads to receive revenue share. The Funnel deal process is outlined below:



4.1 Deal Registration

Partners may register customer Leads by completing and submitting the lead application form. Upon submission, the registration will be routed to the appropriate member of the Funnel partner team for review and subsequent approval or denial. Leads should only be registered where the Partner believes Funnel will be in contact with the prospect the next 90 days.

Partners will receive confirmation of acceptance or rejection of the registration without undue delay.

In situations where multiple partners are responding to a customer bid, registrations will only be approved on a first-come, first-serve basis once the contract has been awarded.

4.1.1 Denial of registration

Registrations may be denied for any of the following reasons:

- The registration application has incomplete data
- The lead has already been registered by another partner
- Funnel is already working on this lead
- Customer or end user was not identified

4.1.2 Expirations

Both Leads and deals will expire if there has been no activity the last 90 days meaning that no communication has been documented between Funnel and the prospect. Should it expire, any participant in the solution partner program, is free to register it as a new opportunity. It is also the partners' responsibility to keep Funnel informed about opportunities.

4.2 Deal Qualification

Once a Lead has been submitted the PAM will reach out to the Partner and (i) discuss the opportunity to understand where the prospect is in the sales process; and (ii) qualify the opportunity if it is a good fit for Funnel.

When the Lead is mature enough it will be handed over to a Funnel account executive ("Funnel AE"). The PAM schedules a meeting with the Partner and the Funnel AE. The purpose with this meeting is for the Funnel AE (i) to get to know the client and stakeholders, (ii) understand the use case, (iii) agree on next steps, (iv) get any other relevant insights, and (v) create the deal in the Funnel CRM.

4.3 Deal Acceleration

The Partner shall work with the Funnel AE to progress the deal.

4.4 Customer Implementation

Initial implementation could be done in a proof of concept (POC) or when the client has signed the contract with Funnel as soon as a Funnel environment has been set up. The Partner can use its services to set up Funnel for the customer or it can be done by the customer itself. Funnel also offers guided setup via a Funnel solution consultant depending on the chosen plan for the Service.

4.5 Customer Success

Every customer of Funnel is assigned a customer success partner (CSP) that is responsible for the customer being successful when using Funnel. The CSP is looking to drive user adoption, identifying new use cases and is a valuable resource to the Partner to grow the account.

5. Revenue Share

5.1 General

Partners on the Solution, Premium and Global Partner Tiers can earn a right to receive a revenue share for Partner Sourced Deals or Partner Instrumental Deals generated.

5.2 Calculation

The revenue share is calculated as a percentage of the Monthly Contract Value for the Funnel customers generated by the Partner as a Partner Sourced Deal or Partner Instrumental Deal. The applicable percentages of the Monthly Contract Value are set out in the table below and vary depending on the Partner's Partner Tier, the type of deal generated and for how long the customer has remained a customer of Funnel's. Where the table states "NA", no revenue share is applicable for a partner on that Partner Tier for that type of deal or longevity of the customer contract.

The revenue share is calculated for each quarter of the Program Year, based on the Monthly Contract Value of each month in that quarter. Revenue share beyond the first year of the customer contract is only available to Premium and Global Solution Partners and requires that the Partner provides Active Customer Management to the relevant customers.

The revenue share is in summary calculated as follows:

Monthly Contract Value for each month in the quarter x the applicable percentage for that Partner Tier for the relevant type of deal and longevity of customer contract.

The following percentages of the Monthly Contract Value apply:

Year of the customer contract for the Service	Type of deal	Community Partner	Solution Partner	Premium Solution Partner	Global Solution Partner
First year	Partner Sourced Deal	NA	10%	15%	20%
First year	Partner Instrumental Deal	NA	5%	5%	5%
Second year, and following years	Partner Sourced Deal	NA	NA	5%	5%
Second year, and following years	Partner Instrumental Deal	NA	NA	5%	5%

5.2.1 Calculation example

A partner enrolled at the Premium Solution Partner tier registers a Lead through the process set out in section 4. The Lead concludes an annual customer contract with Funnel in January with an annual subscription fee of €12,000 and the deal qualifies as a Partner Sourced Deal. The Monthly Contract Value is thereby €1,000 (12,000/12). In March, the customer increased its subscription resulting in a new annual subscription fee of €18,000. The Monthly Contract Value is then €1,500 (18,000/12). The partner is entitled to revenue share amounting to 15% of the Monthly Contract Value for each month in the quarter.

January	$0,15 \times \text{€}1,000 = \text{€}150$
February	$0,15 \times \text{€}1,000 = \text{€}150$

March	$0,15 \times \text{€}1,500 = \text{€}225$
Summary 1st quarter	€525

The subscription fee thereafter remains the same throughout the rest of the subscription period, meaning that the Monthly Contract Value remains at €1,500. This means that the partner is entitled to 15% of €1,500 for each month in the quarters. However, the partner tier changed in June changing the revenue share to 20%.

2nd quarter	$0,15 \times \text{€}1,500 \times 3 \text{ months} = \text{€}675$
3rd quarter	$0,20 \times \text{€}1,500 \times 3 \text{ months} = \text{€}900$
4th quarter	$0,20 \times \text{€}1,500 \times 3 \text{ months} = \text{€}900$

In January the following year, the customer contract renewed for an additional year with an increased annual subscription fee of €24,000. The Monthly Contract Value is then €2,000 (24,000/12). The Premium Solution Partner provides Active Customer Management and is therefore entitled to 5% of the Monthly Contract Value for each month of each quarter.

1 st quarter	$0,05 \times \text{€}2,000 \times 3 \text{ months} = \text{€}300$
2 nd quarter	$0,05 \times \text{€}2,000 \times 3 \text{ months} = \text{€}300$
3 rd quarter	$0,05 \times \text{€}2,000 \times 3 \text{ months} = \text{€}300$
4 th quarter	$0,05 \times \text{€}2,000 \times 3 \text{ months} = \text{€}300$