

ACME Partner Program

Global Channel Rules of Engagement

This document describes the general policies which make up the Global Partner Rules of Engagement (ROE) for the ACME Partner Program. Such policies are subject to change, variation, addition, and clarification, in ACME's sole discretion. The rules of engagement listed in this document are for explanatory purposes only. They are not intended to expand a Partner's rights under its agreement. All policies set forth herein are subject to the master partner agreement between each Partner and ACME.

How to use this document: What follows is an example of a Partner's Program Rules of Engagement (ROE) document, represented by the ACME placeholder company title. It states the purpose and principles behind the rules and provides guidance for compliance. Specific policies are explained through example scenarios that Partners may encounter when referring opportunities to Direct Sales, pursuing Partner-owned opportunities, or collaborating with Direct Sales on shared opportunities.

The structure and content of this document will be unique to your company's own Partner program, however, SBI recommends use of this document to ensure the relevant foundational elements for your business.

Table of Contents

Introduction and Purpose	4
Operating Principles.....	4
Segmentation Compliance	4
Opportunity Pursuit	6
ACME Partner Pursuing an Opportunity	6
ACME Partner Pursuing an Opportunity Within an Account Where Another Partner Has a Registered Opportunity	6
ACME Direct Seller Pursuing an Opportunity Within an Account Where a Partner Has a Registered Opportunity	6
ACME Partner Pursuing an Opportunity Within an Account Owned by Direct Sales.....	7
ACME Direct Seller and ACME Partner Pursuing the Same Opportunity in an Account That Hasn't Been Registered by a Partner Nor Is Owned by a Direct Seller.....	7
ACME Partner Pursuing an Opportunity Outside the Country or Countries They Are Authorized To Sell Into	7
Opportunity Referral	8
Partner Identifies an Opportunity for a Product They Are Not Authorized To Sell	8
Opportunity Referral Fee Payout Examples	8
Collaboration Between Direct Sales and Partner.....	10
Partner is Opportunity Owner and Requires Sales Assistance From Direct Sales	10
Partner Owns a Global Account and Requires Assistance From Another Partner in a Specific Country .	10
Direct Sales is Opportunity Owner and Requires Sales Assistance From Partner	11
Direct Sales Owns a Named Account and Requires Sales Assistance from Partner in a Specific Country	11
Additional Rules of Engagement for Direct Sales and Partners.....	12
Direct Sales and Partner Own Different Sites, Subsidiaries, or Divisions Within the Same Customer Account.....	12
ACME Named Accounts	12
Customer Solicitation	12
Auditing and License Management	13
Collaboration – ACME and Partner Each Engage With Customer Directly.....	13
Collaboration – ACME Subcontracts a Partner for ACME-Led Implementation.....	13
Collaboration – Partner Subcontracts ACME for a Partner-Led Implementation.....	14
Customer Transfers (between Partners and ACME).....	14
Partner Termination Processes Regarding Customer Assignment	14

The standard termination policy will be applied to abrogate the ACME Partner Agreement. 14

The Partner’s customers return to ACME for ownership and potential reassignment to other Partners at the discretion of the Partner Manager. 14

No additional commissions can be earned by the Partner for deals closed or renewed beyond the termination date. 14

Sales responsibility for the customers will revert to the Partner Manager of the region and territory where the Partner is located. 14

The Partner Manager will determine if any Partner has deal registration ownership over the terminated Partner’s customers. 14

ACME Service Delivery will determine the delivery of support for the Partner’s customers. 14

Partner Discontinuation of Product Support. 15

Mergers And Acquisitions 16

 Partner Merges With/Acquires Another Partner or They Merge With/Are Acquired by an Entity That Is Not an ACME Partner 16

Glossary 17

Introduction and Purpose

- The purpose of this document is to publish transparent policies for the following Partner use cases:
 - Opportunity pursuits by Direct Sales and Partners.
 - Opportunity referrals.
 - Collaborative deals between Direct Sales and Partners.
 - Customer solicitation.
 - Audit/license management transactions.
 - Implementation collaboration.
 - Transfers, termination, discontinuation, mergers, and acquisitions.
- Each of these sections contain Rules of Engagement that are meant to:
 - Create clear accountability for market coverage and segmentation.
 - Provide a simpler approach for collaborative deals between Partners and Direct Sales.

Operating Principles

- When a Partner registers the opportunity in the Deal Registration Portal, in accordance with the Segmentation Maps, and closes the transaction the following occurs:
 - The Partner can count 100% of the deal's ACV toward their annual bookings target and collect all related commissions.
 - Partners are governed by ACME Global Segmentation Maps.
 - Policies will be published/maintained on the ACME Partner Portal.

Segmentation Compliance

- An industry best practice for vendors with both Direct and Partner sellers is to have clear routes to market and segmentation for all sellers in prospect and new business opportunities.
- ACME's segmentation is based on deal registration and the timing of registered deals in the portal. The quality of a Partner's registered deals is paramount and outweighs the number of deals they're able to register. Below are key Rules of Engagement that ACME and their Partners must abide by:
 - ACME has 48 hours to approve or decline registered deals.
 - Partners have two quarters to progress the deal from deal registration to Phase 2. The timeline begins the quarter the Partner registered the deal. If the deal is not progressed, ACME will notify the Partner, and if no action is taken within seven business days of notification, the deal registration may be invalidated.
 - Partners cannot register deals involving active or existing ACME customers.
 - ACME will exclusively own named accounts. Partners can neither pursue nor register opportunities in these accounts.

- All registered deals must have valid and up-to-date information, e.g., contact information, product interest, timeline, etc.
- Partners must have adequate resources to address the demands of customers if they wish to register a deal, i.e., Partner resources and capabilities must be proportional to the needs and requirements of a registered deal.

Opportunity Pursuit

- ACME Partner Pursuing an Opportunity

Description	Policy
<p>ACME Partner has identified an opportunity they are authorized to sell to based on guidelines in the segmentation maps, ROE, and other Partner requirements.</p>	<ul style="list-style-type: none"> • ACME Partner will first register the opportunity in the ACME Deal Registration Portal before pursuing it. • Eliminating the \$100M segmentation line allows ACME Partners to explore all potential opportunities. • Exceptions apply to ACME’s existing direct customers and named accounts. These exceptions may prohibit Partners from pursuing and/or registering opportunities within these accounts.

- ACME Partner Pursuing an Opportunity Within an Account Where Another Partner Has a Registered Opportunity

Description	Policy
<p>ACME Partner has identified an opportunity within an account where a different Partner has registered an opportunity.</p>	<p>The ACME Partner may register that opportunity so long as it is not the same opportunity already registered in that account by a different Partner.</p>

- ACME Direct Seller Pursuing an Opportunity Within an Account Where a Partner Has a Registered Opportunity

Description	Policy
<p>ACME Direct Seller is pursuing an opportunity within an account where a Partner has a registered opportunity.</p>	<p>The ACME Direct Seller may pursue opportunities in that account so long as they are not the same opportunities already registered by a Partner.</p>

- ACME Partner Pursuing an Opportunity Within an Account Owned by Direct Sales

Description	Policy
<p>ACME Partner is pursuing an opportunity within an account that is owned by ACME Direct Seller.</p>	<ul style="list-style-type: none"> • The ACME Partner will terminate pursuit of the opportunity within the account owned by Direct Sales. • Exception: If the ACME Direct Seller invites the ACME Partner to help close a portion of the opportunity, the ACME Partner will be authorized to support that portion of the opportunity.

- ACME Direct Seller and ACME Partner Pursuing the Same Opportunity in an Account That Hasn't Been Registered by a Partner Nor Is Owned by a Direct Seller

Description	Policy
<p>Both ACME Direct Seller and ACME Partner(s) are pursuing an opportunity within an account that is not owned by ACME Direct Sales nor actively managed by a registered ACME Partner.</p>	<ul style="list-style-type: none"> • Whichever party completes valid registration of the opportunity first, will be granted ownership of the opportunity. • Once registration is granted/completed, the party that was not the registering party will terminate pursuit of the opportunity.

- ACME Partner Pursuing an Opportunity Outside the Country or Countries They Are Authorized To Sell Into

Description	Policy
<p>In accordance with segmentation maps, ROE, and/or other Partner requirements, ACME Partner has identified an opportunity in a country they are not authorized to sell into.</p>	<ul style="list-style-type: none"> • The ACME Partner may not register the opportunity without the written consent of their Partner Manager. This manager may or may not grant the registration based on their discretion, country-specific regulations, and the circumstances of the pursuit. • If ACME does not grant registration, the Partner may still pass the opportunity to ACME Direct Sales as a referral.

Opportunity Referral

- Partner Identifies an Opportunity for a Product They Are Not Authorized To Sell

Description	Policy
<p>Partner identifies an opportunity that they refer to ACME. For example, the Partner is not authorized to sell the products involved in the opportunity.</p>	<p>Partner registers the opportunity in the ACME deal registration portal.</p> <ul style="list-style-type: none"> • If the opportunity is accepted and the sale closes within 180 days of ACME’s acceptance of the opportunity referral form, the referring Partner will be paid a referral fee. • The ACME Partner Manager may grant an extension to the 180-day referral window if ACME Direct Sales is actively engaged with and advancing the opportunity. In this instance, the referring Partner may still be eligible to collect the referral fee if the deal closes. • The referral fee payable to the referring Partner is: <ul style="list-style-type: none"> ▪ 10% of the ACV for the life of the deal in USD or local currency. • Neither the value of the deal nor the referral fee counts toward the referring Partner’s annual bookings target. • ACME Direct Sales does not receive a portion of the deal’s value.

- Opportunity Referral Fee Payout Examples
 - If the Referral Partner refers a license or subscription opportunity to ACME, the following occurs:
 - The opportunity is entered as a referral in the ACME Deal Registration Portal.
 - The opportunity is reviewed and accepted by ACME and is subject to the terms of the master partner agreement.
 - The deal either closes within 180 days of ACME’s acceptance of the opportunity form or a 180-day extension is granted.

ACME Partner Program | Global Rules of Engagement

- ACME invoices and receives payment from the customer.
 - ACME will pay the referring Partner 45 days after the end of the calendar month in which the referral fee is earned.
- Example: Partner refers a \$600K sale to Direct and receives a \$60K referral fee.

Total Value of the Deal	\$600,000
10% of the Deal Value	\$60,000
Partner Referral Fee	\$60,000

Collaboration Between Direct Sales and Partner

- Partner is Opportunity Owner and Requires Sales Assistance From Direct Sales

Description	Policy
<p>Partner (inviting party) registers an opportunity and is selling Product A, but they need help from Direct Sales (invited party) to add Product B to the deal.</p>	<p>Based on the described scenario:</p> <ul style="list-style-type: none"> • Partner receives full commission on Product A and may count the ACV of the Product A portion of the deal toward their annual bookings target. • Direct Sales receives full quota credit for Product B. <p>In scenarios where the Partner requires ACME’s assistance on a bundled opportunity, commission will be paid out following the split commission payment schedule.</p> <ul style="list-style-type: none"> • The Partner can count the same percentage of the deal ACV toward their annual bookings target. For example, if a Partner receives a 50% commission split, they can count 50% of the deal ACV toward their annual bookings target.

- Partner Owns a Global Account and Requires Assistance From Another Partner in a Specific Country

Description	Policy
<p>Partners owns a global account but requires sales assistance on an opportunity from another Partner in a specific country due to circumstances that may include language or legal requirements.</p>	<ul style="list-style-type: none"> • The assisting Partner will be eligible to receive a commission that is commensurate with the level of assistance provided during the sales process. • The ACME Partner Manager(s), who manage(s) the Partners involved, may broker specific terms around the sharing of commission from the opportunity if it is closed.

- Direct Sales is Opportunity Owner and Requires Sales Assistance From Partner

Description	Policy
<p>Direct Sales (inviting party) registers the opportunity and is selling Product A, but they need help from a Partner (invited party) to add Product B.</p>	<p>Based on the described scenario:</p> <ul style="list-style-type: none"> • Direct Sales receives full quota credit for Product A. • The Partner receives full commission on Product B and can include its toward their annual bookings target. <p>In scenarios where ACME requires Partner assistance on a bundled opportunity, commission will be paid out to the Partner following the split commission payment schedule.</p> <ul style="list-style-type: none"> • The Partner can count the same percentage of the deal ACV toward their annual bookings target. For example, if a Partner receives a 50% commission split, they can count 50% of the deal ACV toward their annual bookings target.

- Direct Sales Owns a Named Account and Requires Sales Assistance from Partner in a Specific Country

Description	Policy
<p>Direct Sales owns a named account, but they require sales assistance on an opportunity from a Partner in a specific country due to circumstances that may include language or legal requirements.</p>	<p>The Partner will be eligible to receive a commission that is commensurate with the level of assistance provided during the sales process. Commission is determined using the split commission payment schedule.</p>

Additional Rules of Engagement for Direct Sales and Partners

- Direct Sales and Partner Own Different Sites, Subsidiaries, or Divisions Within the Same Customer Account

Description	Policy
<p>ACME Direct Sales and Partner own different accounts consisting of sites, subsidiaries, divisions, etc. that are part of the same company.</p>	<ul style="list-style-type: none"> • The Parent Company Account owner, either a Direct Seller or Partner, is the single account manager and primary point of contact for the customer. • The account strategy and direction is owned by the Parent Company Account owner.

- ACME Named Accounts

Description	Policy
<p>The accounts have been identified by ACME as named accounts, and the nomenclature of these (“enterprise,” “strategic,” etc.) are subject to change by ACME.</p>	<ul style="list-style-type: none"> • Partners may be restricted from calling on and pursuing, registering, and referring opportunities in named accounts, their subsidiaries, affiliates, divisions, and sites. • ACME reserves the right to update the named accounts list as they see fit.

- Customer Solicitation

Description	Policy
<p>A Partner solicits or attempts to solicit license or subscription opportunities that are Partner-registered opportunities.</p>	<ul style="list-style-type: none"> • ACME does not encourage Partners to solicit the same license nor subscription opportunities that have been registered by another Partner. • ACME does not intend to solicit the same license nor subscription sales opportunities already registered by a Partner. However, if a Partner-to-Partner transfer request is initiated, then ACME may solicit the customer to consider ACME Service Delivery.

- Auditing and License Management

Description	Policy
Partners comply with ACME’s licensing terms and adhere to defined ROE.	Where license revenue is generated for ACME through an audit/license management transaction, Partners may receive additional compensation on applicable license revenue received from customers.

- Collaboration – ACME and Partner Each Engage With Customer Directly

Description	Policy
ACME and Partner(s) each directly engage the same end customer on an implementation with separate statements-of-work (SOW) for ACME and the Partner(s).	No signed collaboration agreement governing the implementation is required between ACME and the Partner(s).

- Collaboration – ACME Subcontracts a Partner for ACME-Led Implementation

Description	Policy
ACME subcontracts a Partner(s) for an implementation owned and led by ACME.	<ul style="list-style-type: none"> • ACME directly works with the customer via an SOW and hires Partner resources as subcontractors, guided by a description-of-services (DOS) document. • Since ACME subcontracted the Implementation Partner to perform part of the customer’s implementation, the Partner will pay ACME 10% of the service’s total value for services rendered.

- Collaboration – Partner Subcontracts ACME for a Partner-Led Implementation

Description	Policy
ACME Partner subcontracts ACME for an implementation owned and led by the Partner.	<ul style="list-style-type: none"> • Partner is the engagement lead and subcontracts ACME on the project. ACME handles direct engagement with the customer via an SOW. • The Partner subcontracts ACME resources, and ACME provides an SOW to the Partner, as if they are an ACME customer.

- Customer Transfers (between Partners and ACME)

Description	Policy
Customer accounts can be transferred between Partners, from ACME Direct to Partner, or from a Partner to ACME Direct.	Written approval from ACME must be sought and obtained prior to any discussion with a customer as part of a customer account transfer.

- Partner Termination Processes Regarding Customer Assignment

Description	Policy
A Partner is terminated or opts out of the ACME Partner Program.	<ul style="list-style-type: none"> • The standard termination policy will be applied to abrogate the ACME Partner Agreement. • The Partner’s customers return to ACME for ownership and potential reassignment to other Partners at the discretion of the Partner Manager. • No additional commissions can be earned by the Partner for deals closed or renewed beyond the termination date. • Sales responsibility for the customers will revert to the Partner Manager of the region and territory where the Partner is located. • The Partner Manager will determine if any Partner has deal registration ownership over the terminated Partner’s customers. • ACME Service Delivery will determine the delivery of support for the Partner’s customers.

- Partner Discontinuation of Product Support

Description	Policy
<p>ACME Partner who is providing support for ACME products decides they will terminate that support at some future date.</p>	<ul style="list-style-type: none"> • Partner must provide written notification at least 60 days in advance. Notification should include customer’s name, level of support, ACME products, and product versions. • Termination of support may invalidate other or all parts of the commercial agreement in place between the Partner and the end customer. • ACME Service Delivery will be notified and will initiate the process of assuming the support role. • After the termination period, the Partner will not be entitled to any money related to any level of support. The Partner is only entitled to the existing dollars specified in their agreement. • Termination of partial support is not allowed, i.e., support for a specific customer or product cannot be terminated. • At termination, all Partner support communications cease. The Partner will not be allowed access to ACME or any support portal via the Partner or customer account.

Mergers And Acquisitions

- Partner Merges With/Acquires Another Partner or They Merge With/Are Acquired by an Entity That Is Not an ACME Partner

Description	Policy
<p>ACME Partner merges with or acquires another ACME Partner. ACME Partner is acquired by, or merges with an entity, company, or organization that is not an ACME Partner.</p>	<ul style="list-style-type: none"> • Partners must contact their Partner Manager for approval before approaching a Partner with the intent of discussing a merger or acquisition. Failure to do so may result in termination of the Partner making the approach. • In the event of a merger, the newly formed Partner entity will be subject to the terms of a new Partner Agreement. The newly formed Partner will be assigned to a Partner tier at the discretion of the Partner Manager who owns the merging Partners. Ownership of the newly formed Partner will be decided at the discretion of the Partner Managers. • In the event of an acquisition, the managing Partner Manager will hand over the relationship to the Partner Manager of the acquiring Partner, provided they are managed by different Partner Managers. • Any transfer of customer accounts owned by Partners undergoing a merger, or performing an acquisition, requires written approval from the Partners' ACME Partner Manager(s). • In the event an ACME Partner is acquired by or merges with an entity that is not an ACME Partner, the acquiring company or newly formed entity must sign a new Partner Agreement to be recognized as an ACME Partner.

Glossary

Term	Meaning
Annual bookings target	The total annual contract value (ACV) of all deals a Partner must close each ACME fiscal year, as specified in the agreement between the Partner and ACME.
Annual contract value (ACV)	Calculated as the average annual value of a deal. For example, a five-year, \$1M deal will carry an ACV of \$200K.
Direct Sales	The sales force employed by ACME and its affiliated companies to sell ACME products and solutions. This term is also referred to as "Direct."
Implementation Partner	Organizations that provide planning, design, implementation, and project management for customers that are implementing one of ACME's many products. This could include regional system integrators (RSIs), global system integrators (GSIs), and subcontractors.
Marketing qualified lead (MQL)	An opportunity that has been qualified by ACME Marketing and routed through the corporate MQL assignment process to a Partner Manager, based on the published ROE.
Named accounts	Named accounts have been identified by ACME Direct Sales, and Partners may be prohibited from calling upon these accounts. Named account lists are subject to change by ACME. The nomenclature of the named account program may also change at ACME's discretion, e.g., "named" accounts may also be referred to as "enterprise" or "strategic" accounts.
Opportunity	A prospect (company, legal entity, etc.) that has been registered through the deal registration process, who has indicated interest in purchasing a specific ACME product or solution, and whose interest has a dollar value assigned to it.
Owner of record	The Partner Manager or ACME Direct Sales representative who is identified in a customer profile or opportunity record as the account owner.
Partner	A company that has a valid Partner Agreement in place with ACME or one of its affiliated companies.

Partner-registered opportunity	An opportunity that has been registered and approved in ACME’s Deal Registration Portal that identifies the Partner as the opportunity owner. Exception: When a lead is referred to ACME by a Partner, ACME will own the opportunity.
Quota credit	The dollar amount of a sale that counts towards an assigned quota.
Resellers	Organizations that sell ACME products to indirect customers. Resellers will sometimes add customized products or services to a sale, but they are most often reselling the ACME product. Resellers will make money by receiving discounts off the list price or commissions in the back end.
Segmentation maps	Financial/geographic maps that represent the market space where Partners and ACME Direct Sales may pursue new opportunities.
Site	A single geographic location.
Solution consulting services	The organization within ACME that delivers professional services.
Splits	<p>In instances where Partners and Direct Sellers collaborate/support one another on an opportunity that is closed, the commission paid to the Partner will be commensurate with the level of support/involvement from the Partner or Direct Seller. Splits follow a 25%, 50%, and 75% commission payment schedule measured by an amount of touch:</p> <ul style="list-style-type: none"> • Light Touch includes 25% of commission. The Partner may provide remote support to help close the deal. • Medium Touch includes 50% of commission. The Partner engages with prospect/end customer in person, e.g., leading demos. • Heavy Touch includes 75% of commission. The Partner drives the opportunity from start to finish, receiving only light support from Direct Sales. <p>Note 1: The split commission payment schedule applies to Partners who receive support from ACME Direct Sales as well as to Partners who have been brought in to help support ACME Direct Sales close an opportunity.</p> <p>Note 2: ACME may pay an accelerated sales commission (above the normal split) if the Partner wants to sell a product they are not authorized/enabled to sell with support from ACME Direct sales as part of an educational enablement experience. The value of this accelerated commission must be agreed upon at the beginning of the collaboration.</p>

Statement of work (SOW)	A statement of work is a document that defines the scope, objectives, deliverables, and timeline for a specific project or service agreement.
Support Partners	Organizations that provide Tier 1 and sometimes Tier 2 support to ACME's end customers. These Partners often receive the first call to resolve issues and maintain customer satisfaction.
Technology Partners	Software companies that build integrations with ACME products or solutions. Often called communication service providers (CSPs) or independent software vendors (ISVs), these Partners integrate their products with ACME products into full solutions that provide customers with a better overall experience.