

Rules and regulations on
releasing partner products
2018

CONTENTS

1. MAIN TERMS AND DEFINITIONS	3
2. DEVELOPING APPLICATIONS ON THE BPM'ONLINE PLATFORM	4
2.1. GENERAL	4
2.2. CREATING APPLICATIONS.....	4
2.3. PUBLISHING APPLICATIONS	4
2.4. GENERAL REQUIREMENTS FOR APPLICATION DEVELOPMENT AND PUBLISHING	5
2.5. PRICING OF APPLICATIONS	6
2.6. EXPERT SALES	6
2.7. TECHNICAL SUPPORT	7
2.8. SUPPORT OF FREE OF CHARGE APPLICATIONS.....	7
2.9. UPDATES AND NEW VERSIONS OF THE APPLICATION	7
2.10. RENEWAL	8
2.11. INTELLECTUAL PROPERTY RIGHTS	8
3. DEVELOPING SOFTWARE SOLUTIONS ON THE BPM'ONLINE PLATFORM	9
3.1. GENERAL	9
3.2. CREATING SOFTWARE SOLUTIONS	9
3.3. SOFTWARE SOLUTIONS LICENCING	10
3.4. METHODS OF DEPLOYING SOFTWARE SOLUTIONS	10
3.5. PUBLICATION OF SOFTWARE SOLUTIONS	10
3.6. GENERAL REQUIREMENTS FOR THE DEVELOPMENT AND PUBLICATION OF SOFTWARE SOLUTIONS 11	
3.7. PRICING OF SOFTWARE SOLUTIONS	12
3.8. EXPERT SALES	13
3.9. SUPPORT OF SOFTWARE SOLUTIONS	14
3.10. SOFTWARE SOLUTION TECHNICAL SUPPORT SALE.....	15
3.11. UPDATES AND NEW VERSIONS OF APPLICATION	15
3.12. RENEWAL	15
3.13. INTELLECTUAL PROPERTY RIGHTS	16
4. GENERAL PROVISIONS AND REGULATIONS	17

1. MAIN TERMS AND DEFINITIONS

- **Vendor** – a developer of bpm'online base products line.
- **Technological Partner**– an individual or organization who registers on the Marketplace with the purpose of developing new bpm'online solutions and applications.
- **Partner organization** – a company that has an up-to-date Vendor's partner certificate. The "Partner" term (capitalized) hereinafter indicates a Partner organization who was issued this certificate.
- **Dealer** - a partner organization that has Integrator or Consultant status according to the Vendor's Partner Program.
- **Customer (End User)** – a legal entity, individual entrepreneur or an individual who has obtained the right to use the Base Product or the Partner's solution.
- **Base product** – a product or industry-specific solution on the bpm'online platform developed by bpm'online.
- **Partner solution** – any application (partner application, Software solution) developed and published by the Technological Partner.
- **Application** – any solution that extends functions of the Base products and creates additional business value.
- **Software solution** – a configuration developed basing on bpm'online products, that covers a need of a certain industry, and provides stand-alone business value.
- **Custom packages** – a configuration elements combination (schemas, data, scripts, additional libraries) that implements specific functions. Any development of additional functions or modifications to existing functions is done in the custom packages only.
- **Bpm'online marketplace** – a digital showcase with product pages presenting partner solutions. The marketplace is a point of contact between Customers and Technological Partners, where partner solutions are published, installed from and purchased.
- **Developer's workspace** – a secure Marketplace section that provides access to the bpm'online platform development tools and lets the Technological Partners manage (create, publish and update) their applications.
- **Marketplace support service** – a group of Vendor's employees, whose primary function is organization, support and control of the solution release criteria, developing relations with current and new Technological Partners regarding support of partner solution life cycle.
- **Technical support** – consultations and services carried out by Vendors or Developers to ensure the functioning of the supported product in accordance with the established volumes and terms.
- **End User Price** – the price at which the end user buys an Application or Software solution.
- **Renewal** – product subscription renewal upon expiry of the product use period paid by the customer.

2. DEVELOPING APPLICATIONS ON THE BPM'ONLINE PLATFORM

2.1. GENERAL

Application – any solution that extends functions of Base products and creates additional business value.

The applications fall into two subcategories:

- **Connector** – an application that connects bpm'online with external services and third-party applications.
- **Add-on** – an application that supplements bpm'online Base Product with new modules, configuration settings and system elements.

To install and use an Application, the end user needs at least 1 bpm'online license.

Applications for bpm'online can be developed and published by any organization or individual, including organizations that do not have bpm'online Partner status.

2.2. CREATING APPLICATIONS

The Technological Partner can use any tools provided by the Vendor through the Developer's workspace, as well as the Marketplace Support Service to create Applications.

As part of application development, a Technological Partner can create any number of additional system schemas elements, configuration, business processes, mobile applications or a product integrations with another Vendor.

The application is always released and installed as custom packages for bpm'online and / or settings for integration with third-party applications.

At the same time, this Application should be available for installation to the Vendor's Base product or a Software solution available on the Marketplace, with which the Application was tested for compatibility, and cannot operate separately from a Base product or Software solution.

2.3. PUBLISHING APPLICATIONS

Technological Partner publishes Applications by adding the solution to the Marketplace Developer's workspace and submitting it to publication.

As a part of the publishing process, each Application undergoes a verification by the Marketplace Support Service.

By creating and publishing Applications, the Technological Partner undertakes to comply with the Requirements to the solutions development published in the Developer's workspace at the Marketplace.

2.4. GENERAL REQUIREMENTS FOR APPLICATION DEVELOPMENT AND PUBLISHING

Application should meet the general Marketplace product requirements to be published to the Marketplace showcase.

Operability	The solution must operate exactly as it was claimed in the description.
Compatibility	The application must be compatible with bpm'online products and versions specified as compatible during publication.
Performance	The solution must not cause a performance decrease of the CRM system it was designed for.
Data confidentiality	The application must not obtain access and/or transfer data illegally from the CRM system where it is installed. Any transfer of data that occurs after installation (in case of integration with third-party applications) must be explicitly stated in the description and occur only after user authentication.
Support	The Technological Partner undertakes to provide technical support for users within the standard bpm'online support packages ("Basic" and "Business" support packages).
Updates	When updating a published solution, the Technological Partner shall include release notes (bug fixes and new features) in the description.
Notes	Product description must not contain lexical, syntactic or semantic errors.

2.5. PRICING OF APPLICATIONS

The Technological Partner independently defines the optimal business model and the ultimate cost for the developed Application (End User Price).

The Technological Partner can start selling the Application to the end users right after it is published on the Marketplace.

If the Technological Partner sells the Application on their own, the revenue between the Technological Partner and Vendor is distributed on the following conditions:

	Developer	Bpm'online
End User Price	80%	20%

2.6. EXPERT SALES

Expert sales is the Technological Partner's permission to resell the Application given to the third parties (Experts) working within the bpm'online ecosystem.

The bpm'online commercial department employees (account managers) as well as the representatives of other partner organizations (Integrators and Consultants) can act as **Experts**.

An Expert receives 20% of the revenue from the ultimate cost of the Application.

If the Expert closes the deal on Software solution, the revenue between the Technological Partner, Vendor and Expert is distributed according to the following:

	Technological Partner	Bpm'online	Expert
End User Price	60%	20%	20%

Example

Application price = \$100 / user / year (subscription)

The Customer must pay \$1000 for the first year of the Application use in case of purchasing 10 licenses of the Application.

- If the application was sold by a bpm'online **manager**, the Technological Partner receives **\$600** (60% from the End User Price), bpm'online receives **\$400** (40% from the End User Price: 20% for publication and 20% for the Expert sale).*
- If the application was sold by an **Expert**, the Technological Partner receives **\$600** (60% from the End User Price), bpm'online receives **\$200** (20% from the End User Price) and the Expert receives **\$200** (20% from the End User Price)*

The Technological Partner publishing an Application in the Developer's workspace on the Marketplace may refuse to sell the Application through Expert Sales.

2.7. TECHNICAL SUPPORT

The Partner shall provide 2nd-line support (and up) for their application or connector.

The Technological Partner must specify the terms and cost of the support when publishing a product on the Marketplace.

The Technological Partner can use the standard terms of bpm'online Base products support (for example, "Basic" and "Business" support packages) or specify their own terms of product support (cost, response time, supported communication channels).

The cost of the Application support may be included in the cost of the Application.

Bpm'online Support Service is committed to provide first-line support for partner solutions. The bpm'online support forwards the request related to the functionality developed by the Technological Partner to the Partner's support in accordance with the Customer's SLA.

2.8. SUPPORT OF FREE OF CHARGE APPLICATIONS

The Technological Partner reserves the right not to support Applications distributed free of charge.

It is recommended, though, to keep the possibility of communication with the customers and getting their requests about the product functionality.

Attention! The Technological Partner cannot refuse the support of connectors that integrate bpm'online with a paid third-party service, even if the connector application is distributed free of charge.

2.9. UPDATES AND NEW VERSIONS OF THE APPLICATION

Having developed new functions for an already published Application, the Technological Partner submits the updated packages for publication through the Developer's workspace at the Marketplace.

When updating a published Application, the Technological Partner should include release notes (bug fixes and new features) in the description.

The Vendor verifies the packages and updates the Technological Partner's solutions on the customer's side.

The Customers receive notifications from the Vendor about the upcoming updates beforehand.

It takes several working days to implement the update after the verification of the solution package.

Attention! The update of the partner solutions does not depend on new versions releases of the Base Product and the Base Product updates.

2.10. RENEWAL

When a Marketplace product is sold to a new Customer, the Customer is assigned to the company that closed the deal on this product.

The company that closed the initial deal also performs all renewal and up-sell of this product to this Customer.

If the Customer refuses to cooperate with the assigned Partner and states so by providing a written notification to the Vendor, the Partner loses the right to the renewal.

The revenue share for the Add-on between the Developer, Vendor and Expert remains the same for the 2nd, 3rd and all subsequent years.

Direct sale by the Technological Partner (Renewal):

	Technological Partner	Bpm'online
End User Price	80%	20%

Expert sale (Renewal):

	Technological Partner	Bpm'online	Expert
End User Price	60%	20%	20%

2.11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights for the developed Application belongs to the Technological Partner who published this Application on the Marketplace.

During the development process, the Technological Partner cannot use code elements that were created by the bpm'online or by other Marketplace Developers.

By publishing the Application on the Marketplace, the Technological Partner guarantees that their product is an original copyrighted work and does not violate the intellectual and / or other rights of third parties.

3. DEVELOPING SOFTWARE SOLUTIONS ON THE BPM'ONLINE PLATFORM

3.1. GENERAL

Software solution is an application developed on bpm'online products base that covers a need of a certain industry and has its own business value.

A Software solution consists of the **Base Product** used as a development platform and an **Add-on** developed by the Partner to form the unique value of the Software solution.

Software solution can be developed and published exclusively by organizations that have the bpm'online **Partner** status.

Software solutions are licensed, deployed, distributed and maintained following the model of the Base Product chosen for the basis of the Software solution.

To install and use a Software solution, the Customer **is not required to have** previously purchased bpm'online licenses.

3.2. CREATING SOFTWARE SOLUTIONS

Software solutions can be developed and published after bpm'online representatives preliminary approve the concept and roadmap of the future product development.

The roadmap should contain a list of the functionality that the Partner plans to include in the product in the first and subsequent releases.

A partner can choose any bpm'online product or products bundle as a base product to develop solutions:

- bpm'online studio
- bpm'online sales
- bpm'online marketing
- bpm'online service
- bpm'online bank sales
- bpm'online bank customer journey

By using the **bpm'online studio** as the Base Product, the Partner automatically ensures the backward compatibility of the developed Add-on with all other products of the bpm'online product line.

By creating a Software solution, the Technological Partner undertakes to comply with the Requirements to the solutions development published in the Developer's workspace at the Marketplace.

When creating a Software solution, the Partner undertakes to develop the product and release new features within the terms agreed with the Vendor.

3.3. SOFTWARE SOLUTIONS LICENCING

All Software solutions developed basing on bpm'online products are licensed by generating and issuing licenses to use the solution. Licensing is carried out through standard instruments provided by the Vendor.

3.4. METHODS OF DEPLOYING SOFTWARE SOLUTIONS

There are two options for the software solutions deployment:

- **bpm'online cloud** (on the bpm'online cloud platform)
- **on-site** (on customer's servers)

The Software solution deployment options are identical to the ones of the Base Product used as its platform.

Example

If the on-site deployment option is available for the Base product, same option will be available for the solution that is based on it. If the option is unavailable for the Base product, it will be unavailable for the Software solution as well.

The Technological Partner is required to specify the available deployment options when publishing the Software solution to the Marketplace.

3.5. PUBLICATION OF SOFTWARE SOLUTIONS

Technological Partner publishes Software solution by adding the solution to the Marketplace Developer's workspace and submitting it to publication.

As a part of the publishing process, each solution undergoes a verification by the Marketplace Support Service.

By creating and publishing a Software solution, the Technological Partner undertakes to comply with the Requirements to the solutions development published in the Developer's workspace at the Marketplace.

3.6. GENERAL REQUIREMENTS FOR THE DEVELOPMENT AND PUBLICATION OF SOFTWARE SOLUTIONS

The Software solution should meet the general Marketplace product requirements to be published to the Marketplace showcase.

Operability	The solution must operate exactly as it was claimed in the description.
Compatibility	The application must be compatible with bpm'online products and versions specified as compatible during publication.
Performance	The solution must not cause a performance decrease of the CRM system it was designed for.
Data confidentiality	The application must not obtain access and/or transfer data illegally from the CRM system where it is installed. Any transfer of data that occurs after installation (in case of integration with third-party applications) must be explicitly stated in the description and occur only after user authentication.
Support	The Technological Partner undertakes to provide technical support for users within the standard bpm'online support packages ("Basic" and "Business" support packages).
Updates	When updating a published solution, the Technological Partner shall include release notes (bug fixes and new features) in the description.
Notes	Product description must not contain lexical, syntactic or semantic errors.

3.7. PRICING OF SOFTWARE SOLUTIONS

The Technological Partner independently defines the optimal business model and the ultimate cost for the developed solution (End User Price).

The ultimate cost of a Software solution includes the price of the bpm'online Base Product and the price of the Partner's solution.

The cost of a Software solution is calculated according to the following formula:

$$VS = BP + A$$

where:

VS is the ultimate cost of the Software solution (End-User Price)

BP is the price of the bpm'online Base Product;

A is the cost of the Add-on set by the Technological Partner who created the Software solution.

The Technological Partner can start selling the Software solution to the end users right after it is published on the Marketplace.

If the Technological Partner sells the Software solution on their own, the revenue between the Technological Partner and Vendor is distributed on the following conditions:

	Base Product	Add-on
Technological Partner	50%	80%
Bpm'online	50%	20%

Additional conditions:

- When a Software solution is sold to a new customer the minimal purchase should be \$3000 and higher.

The Technological Partner is always entitled to **50% of the income from the Base Product, if the deal was closed by their own efforts.**

Example

*The Technological Partner created the Software solution based on the **bpm'online sales team** product and set a mark-up of **\$200** for the developed add-on. The cost of the **bpm'online sales team** is **\$300/user/year**. Thus, the final cost of the Software solution is **\$500/user/year** (\$300 BP + \$200 Add-on).*

*If the Technological Partner sells the Software solution independently, they receive 50% of the BP total cost (\$150) and 80% of the Add-on cost (\$160). Thus, the Technological Partner receives **\$310** and the Vendor receives **\$190** for each license sold.*

3.8. EXPERT SALES

Expert sales is the Technological Partner's permission to resell the Software solution given to the third parties (Experts) working within the bpm'online ecosystem.

The bpm'online commercial department employees (account managers) as well as the representatives of other partner organizations (Integrators and Consultants) can act as **Experts**.

An Expert receives 30% from the Base Product cost and 20% from the Add-on cost from the closed deal on Software solution.

If the Expert closes the deal on Software solution, the revenue between the Technological Partner, Vendor and Expert is distributed according to the following:

	Base Product	Add-on
Technological Partner	20%	60%
Bpm'online	50%	20%
Expert	30%	20%

Additional conditions:

- When a Software solution is sold to a new customer the minimal purchase should be \$ 3000 and higher.

The Technological Partner may decline the Expert Sales option when publishing the Software solution and, thus, forbid third parties to sell it.

3.9. SUPPORT OF SOFTWARE SOLUTION S

The technical support package similar to one of the existing bpm'online ("**Basic**" and "**Business**") technical support packages is obligatory sold along with the Software solution licenses.

The support of the Software solution is shared by the Technological Partner and bpm'online with regards to their areas of responsibility:

- The bpm'online support service provides technical support for the **Base Product**.
- The Technological Partner supports the developed **Add-on** included in the Software solution.

The Customer can send requests about any feature of the Software solution functionality to both the Technological Partner and bpm'online Support.

The Technological Partner undertakes to provide **first-line support** for the **Software solution**, as well as **second and fourth-line** support for the **Add-on** according to the Customer's technical support package.

The Technological Partner undertakes to forward the Customer's request concerning the Base Product features to bpm'online Support within the timeframe specified by the Customer's technical support package.

IMPORTANT! The Partner must specify the CustomerID when forwarding requests to bpm'online for support to be provided according to the Customer's SLA.

Bpm'online supports the Base Product according to the standard terms of Customer's technical support package (response deadlines, supported channels, support costs).

The bpm'online support forwards the request related to the functionality developed by the Technological Partner to the Partner's support in accordance with the Customer's SLA.

3.10. SOFTWARE SOLUTION TECHNICAL SUPPORT SALE

The technical support revenue is shared between the deal participants according to the same rules and in the same proportion as the Software solution licenses revenue is shared.

Example

*If the Technological Partner receives **20%** of the ultimate cost of the Software solution, the Expert receives **30%** of the final cost, and bpm'online gets **50%**, then the Technological Partner gets **20%** from the technical support package revenue, the Expert receives **30%** of income and bpm'online gets **50%**.*

3.11. UPDATES AND NEW VERSIONS OF APPLICATION

Having developed new functions for an already published solution, the Technological Partner submits the updated packages for publication through the Developer's workspace at the Marketplace.

When updating a published Application, the Technological Partner shall include release notes (bug fixes and new features) in the description.

The Vendor verifies the packages and updates the Technological Partner's solutions on the customer's side.

The Customers receive notifications from the Vendor about the upcoming updates beforehand.

It takes several working days to implement the update after the verification of the solution package.

3.12. RENEWAL

When a Marketplace product is sold to a new Customer, the Customer is assigned to the company that closed the deal on this product.

The company that closed the initial deal also performs all renewal and up-sell of this product to this Customer.

If the Customer refuses to cooperate with the assigned Partner and states so by providing a written notification to the Vendor, the Partner loses the right to the renewal.

Starting from the 2nd year the margin for the Base Product is lowered to **25% in total for the Technological Partner and the Expert.**

The revenue share **for the Add-on** within the Software solution **remains the same** for the 2nd, 3rd and all subsequent years.

Direct sale by the Technological Partner (Renewal):

	Base Product	Add-on
Technological Partner	25%	80%
Bpm'online	75%	20%

Expert sale (Renewal):

	Base Product	Application
Technological Partner	10%	60%
Bpm'online	75%	20%
Expert	15%	20%

3.13. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights for the developed Software solution are shared between the Vendor and the Technological Partner as follows:

- Bpm'online is the copyright owner of all functionality of the Base Product used as a platform for the development of the Software solution.
- The Technological Partner owns intellectual property for the add-ons and configurations that are developed by them and included in the Software solution .

During the development process, the Technological Partner cannot use code elements that were created by the bpm'online or by other Marketplace Developers.

By publishing the Application on the Marketplace, the Technological Partner guarantees that their product is an original copyrighted work and does not violate the intellectual and / or other rights of third parties.

4. GENERAL PROVISIONS AND REGULATIONS

If a Technological Partner uses the bpm'online brand, this must be clearly indicated in all of the developer's online resources, corporate websites, marketing materials, commercial documents, including, but not limited to email signature templates, as well as business cards of the partner's employees. Technological Partner is not authorized to use "bpm'online" and "BPMonline" brands without indicating the name of the partner organization and the current partnership status.

Technological Partner shall not use website and e-mail addresses with the domain that can be confused with the domain name of the Vendor's resources. During negotiations with customers, Developer's employees shall not pose as bpm'online employees, or use the Vendor's phone numbers.

The Vendor shall approve any form of using the bpm'online brand in writing.

Information about the Vendor and Vendor's products as well as a link to Vendor's website shall be posted on the Developer's corporate website or solution product website.