



Rules and regulations on releasing partner products

(version 2020-4 from 10/12/2020)

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1. MAIN TERMS AND DEFINITIONS

- **Vendor** – a developer of Creatio base products line.
- **Technological Partner**– an individual or organization who registers on the Marketplace with the purpose of developing new Creatio 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 Creatio platform developed by Creatio.
- **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 Creatio 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.
- **Creatio 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 Creatio 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 CREATIO 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 Creatio with external services and third-party applications.
- **Add-on** – an application that supplements Creatio Base Product with new modules, configuration settings and system elements.

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

Applications for Creatio can be developed and published by any organization or individual, including organizations that do not have Creatio 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 Creatio 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 Creatio products and versions specified as compatible during publication.
DBMS compatibility	All new solutions that are published on the Marketplace must be compatible with PostgreSQL and MSSQL.
Performance	The solution must not cause a performance decrease of the CRM system it was designed for.
Security	The application must be developed taking into account the best information security practices. The Developer ensures that the Application does not contain OWASP Top 10 vulnerabilities, does not use components with known vulnerabilities, and uses only the recommended Creatio API calls.
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 Creatio support packages ("Basic" and "Business" support packages). The Technological Partner undertakes to confirm the relevance of their public contact details quarterly.
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	Creatio
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 Creatio ecosystem.

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

A technology partner is considered to be the party that performed the sale if the partner generated the lead independently or the lead was generated by the vendor and transferred to the partner at the Plan stage (first contact).

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

The amount of the Expert's remuneration in some cases may be increased by the request of the Developer by reducing the share of such a Developer.

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	Creatio	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 Creatio **manager**, the Technological Partner receives **\$600** (60% from the End User Price), Creatio 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), Creatio receives **\$200** (20% from the End User Price) and the Expert receives **\$200** (20% from the End User Price)*

To enable expert sales by Experts, Technology partner should provide presale support for an Application they published. Presale support is provided upon request by an Expert who performs the sale. It might include consultations for the Expert, demo instance setup, participation in customer meeting to present the Application, and other activities. Technology partner should provide response to presale requests received at the contact details listed on the Marketplace within 1 working day.

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

The Expert has the right to provide the End User special price conditions for the implemented Application exclusively within the amount of their income for selling such Application without explicitly receiving consent from other participants.

The price difference between the EUP and special price conditions is deducted from the Expert's income after the income has been distributed between participants.

Excess discounts that exceed the Expert's income or providing the proportional discount that affects the income of other Marketplace participants should be agreed with these participants (Technology Partner and / or Vendor).

In case Application's price or distribution terms have changed after Proposal has been submitted to a Customer, Expert has the right to sell the Application at the original price and conditions within 1 month after that change without receiving consent from other participants.

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 Creatio 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.

For Applications distributed on a subscription model minimal support package should be included in their license price. Minimal support package should include services and level of support not lower than provided within "Basic" package of Creatio Base products support standard terms.

Creatio Support Service is committed to provide first-line support for partner solutions. The Creatio 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 Creatio with a paid third-party service, even if the connector application is distributed free of charge.

2.9. APPLICATION 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 Application licenses revenue is shared.

Example

*If the Technological Partner receives **60%** of the ultimate cost of the Application, the Expert receives **20%** of the final cost, and Creatio gets **20%**, then the Technological Partner gets **60% from the technical support package revenue**, the Expert receives **20%** of income and Creatio gets **20%**.*

2.10. 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.

2.11. 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	Creatio
End User Price	80%	20%

Expert sale (Renewal):

	Technological Partner	Creatio	Expert
End User Price	60%	20%	20%

2.12. 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 Creatio 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.

The developer independently determines the measures and ways to protect his intellectual property. Creatio recommends taking the most reasonable measures possible to ensure proper protection, in particular, use methods such as depositing a code, registering rights, trademarks, etc.

3. DEVELOPING SOFTWARE SOLUTIONS ON THE CREATIO PLATFORM

3.1. GENERAL

Software solution is an application developed on Creatio 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 Creatio **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 Creatio licenses.

3.2 CREATING SOFTWARE SOLUTIONS

Software solutions can be developed and published after Creatio 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 Creatio product or products bundle as a base product to develop solutions:

- Studio Creatio
- Sales Creatio
- Marketing Creatio
- Service Creatio
- Financial Services Creatio, sales edition
- Financial Services Creatio, customer journey edition

By using the **Studio Creatio** as the Base Product, the Partner automatically ensures the backward compatibility of the developed Add-on with all other products of the Creatio 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 Creatio 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:

- **cloud** (on the Creatio 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 Creatio products and versions specified as compatible during publication.
DBMS compatibility	All new solutions that are published on the Marketplace must be compatible with PostgreSQL and MSSQL.
Performance	The solution must not cause a performance decrease of the CRM system it was designed for.
Security	The application must be developed taking into account the best information security practices. The Developer ensures that the Application does not contain OWASP Top 10 vulnerabilities, does not use components with known vulnerabilities, and uses only the recommended Creatio API calls.
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 Creatio support packages ("Basic" and "Business" support packages). The Technological Partner undertakes to confirm the relevance of their public contact details quarterly.
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 Creatio 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 Creatio 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%
Creatio	50%	20%

Additional conditions:

- When a Software solution is sold to a new customer the minimal purchase should be \$5000 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 **Sales Creatio, team edition** product and set a mark-up of **\$200** for the developed add-on. The cost of the **Sales Creatio, team edition** is **\$360/user/year**. Thus, the final cost of the Software solution is **\$560/user/year** (**\$360 BP + \$200 Add-on**).*

*If the Technological Partner sells the Software solution independently, they receive 50% of the BP total cost (**\$180**) and 80% of the Add-on cost (**\$160**). Thus, the Technological Partner receives **\$340** and the Vendor receives **\$220** 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 Creatio ecosystem.

The Creatio 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.

A technology partner is considered to be the party that performed the sale if the partner generated the lead independently or the lead was generated by the vendor and transferred to the partner at the Plan stage (first contact).

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%
Creatio	50%	20%
Expert	30%	20%

Additional conditions:

- When a Software solution is sold to a new customer the minimal purchase should be \$ 5000 and higher.

To enable expert sales by Experts, Technology partner should provide presale support for a Software Solution they published. Presale support is provided upon request by an Expert who performs the sale. It might include consultations for the Expert, demo instance setup, participation in customer meeting to present the Software Solution, and other activities. Technology partner should provide response to presale requests received at the contact details listed on the Marketplace within 1 working day.

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

The Expert has the right to provide the End User special price conditions for the implemented Application exclusively within the amount of their income for selling such Application without explicitly receiving consent from other participants.

The price difference between the EUP and special price conditions is deducted from the Expert's income after the income has been distributed between participants.

Excess discounts that exceed the Expert's income or providing the proportional discount that affects the income of other Marketplace participants should be agreed with these participants (Technology Partner and / or Vendor).

In case Software Solution price or distribution terms have changed after Proposal has been

submitted to a Customer, Expert has the right to sell the Software Solution at the original price and conditions within 1 month after that change without receiving consent from other participants.

3.9. SUPPORT OF SOFTWARE SOLUTIONS

The technical support package similar to one of the existing Creatio (“**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 Creatio with regards to their areas of responsibility:

- The Creatio 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 Creatio 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 Creatio Support within the timeframe specified by the Customer’s technical support package.

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

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

For Software Solutions distributed on a subscription model minimal support package should be included in their license price. Minimal support package should include services and level of support not lower than provided within “Basic” package of Creatio Base products support standard terms.

The Creatio 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 Creatio gets **50%**, then the Technological Partner gets **20% from the technical support package revenue**, the Expert receives **30%** of income and Creatio 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%
Creatio	75%	20%

Expert sale (Renewal):

	Base Product	Application
Technological Partner	10%	60%
Creatio	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:

- Creatio 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 Creatio 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.

The developer independently determines the measures and ways to protect his intellectual property. Creatio recommends taking the most reasonable measures possible to ensure proper protection, in particular, use methods such as depositing a code, registering rights, trademarks, etc.

4. GENERAL PROVISIONS AND REGULATIONS

If a Technological Partner uses the Creatio 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 "Creatio" 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 Creatio employees, or use the Vendor's phone numbers.

The Vendor shall approve any form of using the Creatio 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.

5. RESOLVING CONFLICTS RELATED TO VIOLATIONS OF THIRD-PARTY RIGHTS WHEN PUBLISHING APPLICATIONS ON THE MARKETPLACE

If the Marketplace support service receives requests/claims of third parties regarding violation of their copyrights by the Developer in the Application:

1. Marketplace support service removes such an Application from the Marketplace;
2. Marketplace support service requests explanations of the Developer of the controversial Application and its justification;
Also, the Marketplace support service carries out a preliminary analysis of the situation, negotiates with the parties of the conflict. The marketplace support team has the right to decide on the need for a code audit to resolve the incident if necessary;
3. The developer independently resolves the dispute with third parties and is fully responsible for the information provided to the Vendor, Marketplace, Creatio support service when publishing the Application, as well as for damage caused to Vendor and Creatio when publishing the Application in violation of the rights of third parties;
4. The developer accepts all appeals/claims of third parties against himself and carries out the necessary actions, supporting the consideration of the dispute in court, compensation for damage caused by violation of rights, etc.
5. The vendor has the right to unilaterally remove all Developer Applications from publication if the audit confirms that such Developer has violated third party copyrights.

6. SUCCESSION

The developer agrees to notify Creatio and all its end users of the upcoming reorganization/bankruptcy/liquidation procedure at least 2 months before the start of such a procedure. Such notice must necessarily contain information about the person to whom the exclusive rights to the Applications pass (Assignee), the further procedure for interaction with end-users and the procedure for further licensing by the Assignee of the Applications published on the Marketplace. In case of absence of the Assignee of the Developer, Creatio may propose the transfer of exclusive rights to the Application of such a Developer to Creatio or its authorized partners (Marketplace developers). The Developer and the Assignee without fail carry out the transfer of rights under existing contracts already concluded in accordance with applicable law.