

# Referral Program Guide

## Overview

MetrixData 360 compensates Referral partners for qualified leads that turn into MetrixData 360 sales. In addition to initially qualifying the lead, the Referral Partner agrees to introduce MetrixData 360 to the Customer. MetrixData 360 reserves the right to pass the lead to a MetrixData 360 Reselling Partner for fulfillment (with permission from both the Referral Partner and with agreement from the Customer).

To qualify, the Customer must complete the sale of the MetrixData 360 Offering within 6 months of the acceptance by MetrixData 360 of the MetrixData 360 Referral Partner Registration Form.

## Compensation

A 10% rebate calculated on the Net Revenue paid to MetrixData 360 for the term of the Statement of Work provided there is no interruption, or cancellation, of the Offering during the term. Eligible services include all elements of the Offering, including Professional Services, Software, Third Party Software and Third-Party Licenses.

If the opportunity is fulfilled by a MetrixData 360 Reseller, compensation will be calculated on the selling price before the Reseller Partner Discount is applied, but not inclusive of taxes (in cases where MetrixData 360 charges tax to the Customer).

MetrixData 360 will process payment to the Referral Partner after payment has been received from either the Customer (or the Reseller for indirect deals). Compensation to the Referral Partner will be administered via cheque or online banking service.

## Partner Eligibility

In addition to having an active MetrixData 360 Referral Partner Agreement (which is comprised of the Referral Partner Program Terms and Conditions together with the MetrixData 360 Referral Partner Authorization Letter), The Referral Partner:

- Must be the age of majority in the state/province or jurisdiction where they are resident at the time of participation.
- Is not an employee of MetrixData 360
- Is not an immediate family or household member related to a MetrixData 360 employee.
- Cannot be both the Referral Partner and the Reseller on the same deal.
- Cannot be both the Referral Partner and the Customer on the same transaction.
- Confirms that they are legally permitted to accept the referral fee.
- Acknowledges that accepting a referral fee does not violate any standards of business conduct policies that their current employer may have.

## Customer Eligibility

The potential Customer must be “new” to MetrixData 360 or hasn’t been an active MetrixData 360 Customer for over 3 years. “New” is defined as a Customer who is not related to an existing Customer in any way, such as a subsidiary, affiliate, etc.

NOTE: Exceptions may be made for very large companies who operate under different legal entities.

MetrixData 360 will decline the registration if:

- MetrixData 360 is already in discussions with the potential Customer.
- One of MetrixData 360’s Reselling Partners is currently in discussions with the potential Customer.
- To the best of MetrixData 360’s knowledge, either the Referral Partner or the Customer is not permitted to participate in a referral program.

## Eligible Transactions

Eligible services include Professional Services, Software, Third Party Software and Third Party Licenses that make up the MetrixData 360 Offering.

Activation of the MetrixData 360 Offering must occur within 6 months of the Referral Registration Acceptance Date as indicated on the Approval letter.

### High-Level Process

1. **Referral Partner** qualifies the lead with the potential Customer
2. **Referral Partner** advises the potential Customer that, should this referral result in a sale to MetrixData 360, the Referral Partner will be compensated for making the introduction and registering the opportunity.
3. **Referral Partner** completes and submits the MetrixData 360 Referral Partner Opportunity Registration Form to MetrixData 360.
4. **MetrixData 360** reviews the registration form within 5 business days.
5. If approved, **MetrixData 360** sends the Referral Partner written confirmation that the registration has been approved.
6. **Referral Partner** sets up a meeting between the Customer and MetrixData 360.
7. **The customer** activates the eligible MetrixData 360 Offering prior to the Registration Expiration Date
8. **Customer** pays for the MetrixData 360 service(s)
9. **MetrixData 360 calculates payment.** Discounts, (with the exception of the Reseller discount) are included in the calculation. Taxes are excluded in the payment calculation if we charge the Customer taxes.
10. MetrixData 360 pays the Referral Partner according to the following timelines:

Calculation period - funds transferred to MetrixData 360:	Payment to the Referral partner processed during:
November 1 – January 31	February
February 1 – April 30	May
May 1 – July 31	August
August 1 – October 31	November

11. Compensation to the Referral Partner will be administered via cheque or online payment service until the Referral Partner has been paid for the full term per the Statement of Work. Compensation will be paid in the same currency as the customer is billed in and will be exclusive of taxes if MetrixData 360 charges the Customer taxes.

## Additional Terms and Conditions

These terms and conditions are in addition to the details captured above as well as the Referral Program Terms and Conditions.

- MetrixData 360 Referral Partners, who are also MetrixData 360 Resellers, must avoid engaging in any business activity that could create a conflict between their interests as a MetrixData 360 Referral Partner and a MetrixData 360 Reseller.
- Referral fees will be issued in the same currency as the Customer is being billed in.
- Referral Partner may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) to compensate themselves for a referral made to MetrixData 360.
- If the referral relationship is terminated, MetrixData 360 will pay Referral Partner any fees accrued prior to the date of the termination or expiration.
- MetrixData 360 Referral Partners may not misrepresent solutions, services, and prices, or make unfair, misleading, inaccurate, or false claims about, or comparisons with, competitor offerings.
- MetrixData 360 reserves the right to void any Referral rebate based on the following: (1) ineligibility of any Program participant, (2) a declined MetrixData 360 Referral Opportunity Registration Form (3) fraudulent activity or, (4) if MetrixData 360, in its sole discretion, finds that Referral Partner has violated any of the Program Terms and Conditions.
- In the event that the only way to win an opportunity is for MetrixData 360 to heavily discount the price, MetrixData 360 reserves the right to negotiate a lower referral discount with the referral partner.
- MetrixData 360 has the right to modify, extend or cancel this program at any time and to change the terms and conditions of the MetrixData 360 Referral Program at any time, without notice, at our sole discretion.