



## Abstract

The following document aims to clearly define the rules of engagement as they relate to Sparta Systems Channel Referral Partner Program. By clearly defining these rules, Sparta seeks to squeeze out field level ambiguity such that all parties can operate decisively.

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# Introduction

Sparta Systems views its partners as a natural extension of its business. In other words, if Sparta Systems is going to fulfill its mission of innovating in the quality space by helping global Life Science companies to keep consumers safe and protect the supply chain, it recognizes that it can only be done by developing strong partnerships across the globe. Hence, Sparta has invested significantly in the creation of a Channel Partner program that is designed to put its partners in a position to succeed, no matter where they are in the world, such that Sparta’s customers can enjoy the high standard of quality and service for which they’ve become accustomed. To that end, the following document aims to describe how Sparta plans to fulfill its enablement promise to its partners and the benefits partners can enjoy when participating in the program.

# Partner Definition

Sparta Systems currently has only one Channel Partner designation with respect to its TrackWise Digital solution, and that is a Referral Partner. In the future, Sparta may open its Channel Partner program up to a Reseller model, however, as of November 2018, such a construct cannot be supported. Nevertheless, the Referral Partner program has few limitations; it will allow for Sparta’s Channel Partners to market Sparta’s products, source customer leads, deliver the application via services and provide managed care for the application once Sparta’s solutions have been fully deployed.

# Partner Program Structure

The following diagram describes how Sparta Systems’ Referral Program breaks down the roles and responsibilities of both Sparta and its partner in the context of managing a declared territory. While the diagram may suggest hard lines of delineating what activity Sparta owns and what activity its partner owns, Sparta will seek to operate in a collaborative and agile way with its partner.



## Marketing

Sparta Systems will look for its partners to utilize traditional and non-traditional means for sourcing potential software and services sales leads. This includes but is not limited to running webinars, attending events, maintaining a web presence, hosting events and executing email campaigns where appropriate. Sparta will provide approved assets to support its partners marketing endeavors, but the translation and distribution of such materials will be the responsibility of the partner. Furthermore, Sparta will work with its Referral Partner to develop and validate a marketing plan, aimed at achieving the in-market sales objectives, which both parties can support.

## Inside Sales

Sparta Systems expects its partners to identify target accounts and the appropriate buying center contacts within those accounts, and to nurture relationships with the accounts using direct phone calls and emails that share Sparta's thought leadership. Once these Inside Sales activities have been conducted, Sparta expects that software and service sales leads are turned over to Sparta's sales professionals, so Sparta can actively reach out to such contacts to further develop the sales opportunity. When building or deploying such a capability, Sparta may provide advice to its partners on how to run sprint campaigns and to leverage industry leading Inside Sales tools such as InsideView, InsideSales.com, SalesNavigator, and Salesforce.com.

## Sales

Under the Referral Program construct, Sparta Systems is responsible for the license or sale of all products. However, Sparta expects its partners to stay actively engaged in the sales process to ensure continuity between the sourcing of the lead, the license/sale and the transition into service and delivery. Furthermore, in-market language skills will be needed to optimize the value of a transaction, and to ensure that the customer's business needs are properly documented and translated into the scope of the solution sold.

## Services

The Referral Program will allow for Sparta Systems and its partners to transition between Sparta being primarily responsible for implementation of services to positioning of its partners as being the primary service providers. Such a construct will enable Sparta to assist its partners in the delivery of the first few TrackWise Digital projects, while slowly handing over more sophisticated project roles with each project. By utilizing such a model, Sparta projects that its partners will be positioned to deliver TrackWise Digital projects in full, with quality, after 3 to 4 successful implementations delivered under Sparta's guidance.

## Support

Solution support is incorporated into the cost of the TrackWise Digital subscription cost. Therefore, Sparta Systems will be providing all application support. With that said, Sparta encourages its partners to develop and sell managed care support services to complement Sparta Systems' standard application support.

## Customer Success

Sparta Systems will handle all application renewals but may request that its partners provide in-language support when interacting with customers. However, should a partner build a critical mass of subscriptions in their territory, Sparta would welcome the opportunity to work with its Referral Partner towards the partner's creation of incremental services.

## General Partner Program Benefits

Benefit	Notes
Referral Fee	Please refer to Partner Referral Agreement for details.
Volume Based Pricing Discounts	Please refer to Partner Referral Agreement for details.
Sales and Marketing Asset Training	Sparta Systems will provide sales and marketing assets along with sales training to its partners.
Demonstration Environment Access	Sparta Systems will provide its partners with IDs that will have access to a product demonstration environment.
Deal Registration Pricing, Tiered by Level	Please work with your sales associate to define optimal pricing.
Market Development Funds	To be defined based on territory, sales target commitment and marketing plan jointly developed with Sparta System's Marketing professionals.
Technical Training Certification Discounts	Please contact Sparta Systems for further details.
Sparta Systems Consulting Services Discounts	Please contact Sparta Systems for further details.
Product Implementation Shadowing Program	Sparta Systems will operate as the Prime contractor for the first few project deliveries such that real-world knowledge and experience may be transitioned from Sparta to its partners.

## Deal Registrations

Prior to sourcing any TrackWise Digital opportunity, Sparta Systems and its partner must first agree to the defined territories in which the partner will be pursuing its sales and marketing activities. Once such an agreement has been reached, Sparta will expect its partners to submit all software and services sales opportunities to Sparta for review, approval and completion. The mechanism for opportunity submission is listed below.

<http://www.spartasystems.com/partneroportunityregistration>

Sparta System's Customer Relationship Management tool will operate as the system of record. If after reviewing the submitted opportunity, it is found that Sparta has already documented the opportunity, either through direct sales activities or via another partner, the submission will be rejected. Conversely, if Sparta approves the opportunity, it will be subject to the prevailing contract terms and conditions at the time of the submission.

### Further Criterial for Approval

- The opportunity must represent net-new business to Sparta Systems (i.e., new process, new customer, new licenses on a process sold by the partner, new service project)
  - **Note:** Partners will not be compensated for software related to a "like for like" transition from TrackWise to TrackWise Digital
- The opportunity must fall within the bounds of the Referral Partner Agreement (i.e., it may not be outside the partner's territory or product and services scope)

- The opportunity will expire after 180-days and must be resubmitted if partner is to seek compensation for the referral.
- The partner must agree to position Sparta’s products and assist with influencing the customer’s product decision. If a partner is discovered attempting to sell competitive products without Sparta’s knowledge, the approved registration may be voided at any time at Sparta’s discretion.

### Relationship Benefits

Benefit
Annual Global Alliance Summit
Participation TUG (TrackWise User Group) Conferences
Assigned Field Channel Account Manager
Assigned Field Solution Consultant
Partner Program Sales and Marketing Enablement Kit
Web Listing
Sparta Sales Training
Product Roadmap Updates
Demonstration Licenses
Access to Sparta Systems Sales Teams and Joint Customer Calls

### Marketing Benefits

Benefit
Sparta Systems Logo Usage (Approval Required)
Featured Partner Success Story
Case Studies, Whitepapers, and Product and Literature
Marketing Plan Assistance and Resources
Channel Marketing Resources
Marketing Development Funds
Co-marketing
Demand Generation Marketing Program

### Technical Benefits

Benefit
Knowledgebase Access
Pre-sales Technical Training, Tools, and Accreditations
Sales Engineering Training and Tools
Delivery Training, Tools, and Certifications
Participation in Technical Seminars, Forums, Blogs, etc.
Technical Library
Partner Demo System

# Rules of Engagement

## General Rules

1. No Tolerance
  - a. Sparta Systems will enforce a strict internal company policy for the rules of engagement.
2. Opportunity Registration
  - a. Provided on first come, first serve basis.
  - b. A complete Opportunity Registration request should be approved within seven days if the opportunity is not already registered by another partner or in Sparta's list of opportunities in Sparta's CRM System.
3. Field Engagement
  - a. Failure to comply with the rules of engagement and related policies detailed in this document may result in a change to the partner's authority to promote and market products in its territory or removal from the program.
  - b. Partners will not knowingly solicit business from Sparta clients for similar solutions.
4. Exclusivity
  - a. Sparta Systems does not provide exclusivity to any partner for any industry, territory, customer, or opportunity unless in unique and specific situations.
5. Services
  - a. Sparta Systems will enable partners to deliver all certified services.
  - b. Where a customer has active licenses and/or subscriptions purchased through Sparta, Sparta supports partners selling their own services to the customer, especially in the case of an approved deal registration.

## Value Delivery Chain Specifics

Marketing	<ul style="list-style-type: none"><li>• Partner and Sparta will engage in a formal annual planning process.</li><li>• Partner's annual marketing spend will support jointly agreed upon plan.</li><li>• Partner will engage Sparta's Marketing Team to complete an annual Marketing Plan. This includes, but is not limited to the following activities:<ul style="list-style-type: none"><li>• Market/Account analysis</li><li>• Account-Contact review</li><li>• Alignment on key messages and assets per product</li><li>• Alignment on marketing goals and a plan for execution</li><li>• The plan may include Data Sheet creation, holding a User Group</li></ul></li><li>• Partner will present a marketing budget that both supports the Marketing Plans agreed to by all partners on an annual and quarterly basis. Partner should expect to invest between 2-5% of annual revenue target, per territory, into Marketing.</li><li>• Partner is invited to participate as a Sponsor at Sparta's Annual User Conference (sponsorship charges may apply).</li></ul>
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Sales	<ul style="list-style-type: none"> <li>• It will be the responsibility of partners to find sales leads.</li> <li>• Sparta will manage partner sourced leads in accordance with Sparta’s S3 opportunity management process.</li> <li>• Partners will receive bi-annual sales training in the format, manner and scope appropriate for the value level of the partnership.</li> <li>• Sparta can provide sales support in terms of answering questions, providing guidance and training.</li> </ul>
Sales Support & Reporting	<ul style="list-style-type: none"> <li>• Partner will be given access to Sparta’s knowledge assets, including its RFP knowledge base, product release notes, and technical library documents.</li> <li>• Partner and Sparta shall engage in regularly scheduled project review meetings.</li> <li>• Partner will conduct an annual Total Addressable Market assessment. The assessment will be used to establish annual software sales referral goals that the parties agree to. No sales referral can be completed, unless written consent has been provided by Sparta, until such planning has occurred and a sales referral target has been agreed upon.</li> <li>• Sparta will be responsible for reporting, twice per quarter, lead and opportunity progression. This report should contain account contact information, opportunity size (in USD), opportunity term, products being purchased, estimated close date and the close plan. Partner will be required to provide input on the opportunities for calibration purposes.</li> <li>• Partner will assist Sparta in the development of an Account Plan associated with any opportunity greater than \$75,000 in value. The plan must include: <ul style="list-style-type: none"> <li>• Account business conditions</li> <li>• Account organization chart (defining supporter, detractors, influencers, buyers, budget holders)</li> <li>• Business need</li> <li>• Competitive pressures</li> </ul> </li> <li>• Partner and Sparta will manage opportunities submitted to Sparta by partner in terms of Sparta’s S3 sales methodology (Sales Qualified Lead, IQC - Initial Qualified Contact, Discover, Develop, Prove and Agree.)</li> <li>• Sparta will communicate at the mid-way point through each quarter what opportunities it expects to be closed by quarter close.</li> <li>• Partner shall provide Sparta with local assistance in processing and developing New Opportunities via in-language and relationship support, including but not limited to Value Prop Articulation, Demo Presentation, Business Case Development, Relationship Development, Negotiating, and Contracting.</li> </ul>

<p>Product Upgrades</p>	<ul style="list-style-type: none"> <li>• Sparta’s Customer Success Group will publish release notes (in English) and guidance on TrackWise Digital upgrades. Customers may choose to engage Sparta’s Customer Success team or Services team for additional upgrade support via a services contract. Partners may also provide upgrade support via a service related contract, depending upon competence in relationship to the product and associated upgrade.</li> </ul>
<p>Implementation – Calibration Process</p>	<ul style="list-style-type: none"> <li>• Project Calibration includes but is not limited to parties with the appropriate authority at Sparta and the partner leading their cross-functional teams through the creation of the following deliverables: <ul style="list-style-type: none"> <li>• Declaration of implementation services contracts - Detail on what contracts are to be required, what Legal entity will produce the contracts (Sparta or Partner), and how the process that will be followed to drive such contracts to completion.</li> <li>• Resource plan declaration - An agreed upon plan for what resources will be provided by Partner and Sparta for the delivery of the project. This plan will require that both parties provide evidence of the resource's qualifications to execute the activities and services required of the role.</li> <li>• RACI - Sparta and the Partner agree that a RACI diagram will be produced such that all parties fully understand what role each person will play within the context of a project.</li> <li>• Gantt Chart - Sparta and the partner agree that a Gantt Chart will be produced in relationship to the work that is to be delivered</li> <li>• Change Order Process - Sparta and Partner agree that either a standard Change Order process, or a project specific process will be declared prior to project kick-off.</li> <li>• Detailed Project Plan - Sparta and Partner agree to collaborate (if required) on a detailed Project Plan. The format for such a plan could be Excel, Microsoft Project or some other agreed upon tool.</li> <li>• Steering Committee Construct - Sparta and the Partner agree to produce a Steering Committee document, with customer names, representing the executive leaders who will be responsible and accountable for the successful delivery of the project.</li> </ul> </li> <li>• <b>Note:</b> If Sparta is not involved in the delivery of the opportunity in question. Partner will be solely responsible for providing such deliverables within the context of its organization and organizational capabilities. Any opportunity with a value greater than \$75,000 is subject to the Project Calibration process.</li> </ul>
<p>Implementation Training – Certification Maintenance</p>	<ul style="list-style-type: none"> <li>• Partners will maintain their certifications.</li> <li>• Partner is eligible for a training discount of 20%. This discount may only be applied to Sparta delivered courses.</li> </ul>

<p>Implementation Training – Evidence of Certifications</p>	<ul style="list-style-type: none"> <li>During each Annual Planning exercise, partners will provide evidence of its trained resources and their associated certifications. Partner and Sparta will cooperate during the Annual Planning process to certify (or maintain certification) a mutually agreed upon number of resources. This number will factor in the sales commitment goals, estimated number of projects that are to be delivered and the number of customers that are to be supported.</li> </ul>
<p>Quarterly Business Reviews - Reports and Metrics</p>	<ul style="list-style-type: none"> <li>Partner will conduct Quarterly Business Reviews (QBR) with Sparta. The QBR will maintain a mutually agreed upon agenda and will at a minimum cover the following metrics: <ul style="list-style-type: none"> <li><b>Sales (Provided by Sparta)</b> - # of Opportunities, # of Close Opportunities, Average Sales Price per Opportunity, Opportunity Cycle Time, Opportunity by Customer Vertical, Open Opportunities and Forecast (the report will be issued by Software and Services).</li> <li><b>Implementation Services (Provided by Partner)</b> - # of Projects, # of Closed Projects, # of Project Change Orders, Project Cycle Time, Projects by Customer Vertical/Process, Risks, Issues and Milestones by Project (where Partner has operated as the Prime Contractor on the project).</li> <li><b>Support</b> - # of Cases, # of Closed Cases, # of Re-Opened Cases, Avg Case Cycle Time, Cases by Customer-Vertical-Process, # of Cases by Severity (where Managed Services have been provided in conjunction with Sparta's Subscription Care offering).</li> </ul> </li> </ul>

### Global Alliances Questions & Comments

For questions and comments about Sparta Systems’ Global Alliances program, please use the following contact details:

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