

REFERRAL PROGRAM CONDITIONS

The conditions stipulated in this document (the “**Referral Program Conditions**”) apply to the Company only to the extent the Company is considered to be a reseller under the terms of the Partner Program (as defined below). Capitalized terms not fully defined by these Referral Program Conditions have the meanings given by the General Conditions (the “**General Conditions**”) published on the Vendor Portal.

1. DEFINITIONS

1.1. **Definitions.** In these Referral Program Conditions:

1.1.1. “**Lead**” means a potential customer considering the purchase of the Solution identified by the Vendor;

1.1.2. “**Partner Program**” means the Avast Business Premier Partner Program the terms of which are published on the Vendor Portal;

1.1.3. “**Referral Program**” means the referral program established under these Referral Program Conditions allowing the Company to benefit from the Leads provided to it by the Vendor; and

1.1.4. “**Tier 1 & Tier 2 Partner**” has the meaning as set out in the Partner Program.

2. REFERRAL CONDITIONS

2.1. The Company will be eligible to benefit from the Leads only if it is registered in the Referral Program. The Company will be automatically registered in the Referral Program if it fulfils the criteria of becoming the Tier 1 & Tier 2 Partner. The Vendor may, in its sole discretion, decide on registration of the Company in the Referral Program even if it does not fulfil the criteria of becoming the Tier 1 & Tier 2 Partner and, in such a case, the Vendor will Notify the Company about its registration in the Referral Program.

2.2. The Company will endeavor to distribute the Leads to its eligible partners in a fair and non-discriminatory manner, however, nothing in these Referral Program Conditions shall give a right to the Company to receive any number of Leads and it will always be up to the sole discretion of the Vendor whether it provides any Lead to the Company.

2.3. The Vendor will Notify to the Company any Lead that the Vendor provides to the Company (the “**Provided Lead**”). Following such Notification, the Company must contact the Provided Lead within 48 hours since the receipt of the Notification. The Company will be then obliged to provide to the Vendor weekly updates about the progress made with all its Provided Leads, which must include the following information for each Provided Lead:

- a) date of the last contact with the Provided Lead;
- b) value of the business opportunity;
- c) Solutions being considered;
- d) any known competition;
- e) expected close date; and
- f) progress since the previous weekly update.

2.4. The Vendor may decide on removal of the Company from the Referral Program if the Company:

- 2.4.1. fails to fulfil any of its obligations under Clause 2.3; or

2.4.2.in the Vendor's sole opinion, fails to duly pursue the Provided Leads or acts inappropriately when pursuing the Provided Leads.

The Vendor will Notify the Company about its removal from the Referral Program without undue delay from the moment of making this decision. Once removed, the Company may be registered again in the Referral Program only upon the decision of the Vendor.

3. INTERPRETATION. If and to the extent these Referral Program Conditions conflict with the Special Conditions or the General Conditions, these Referral Program Conditions will prevail.

Version 1.0 (October 1, 2020)