

uniPoint Software Request And Demo Certification Program

uniPoint Software Inc., will provide the **Quality Management System by uniPoint** to all Channel Partners for a fee of \$500.00 annually, which will include a *Demo Certification Program* to aid them in demonstrating and selling the system.

Here are the key elements of this program:

1. **Product Installation:** uniPoint will provide each participating Channel Partner with a username/password for uniPoint online portal, from where the Channel Partner can download our application.
2. **License Codes:** Also downloadable from our online portal will be the required licenses codes to active the Quality Management System by uniPoint product. These codes will also trigger the integration *with either a SYSPRO SQL or SYSPRO ISAM database.*
3. **Virtual Training:** Participation in the uniPoint Demo Certification Program will also allow each Channel Partner Access to up to (8) hrs of virtual training webinars – ensuring that each reseller is capable of demonstrating the products key capabilities.
4. **Cost to Channel Partner:** There is an annual fee of \$500.00. Payment to me made to uniPoint Software directly via Credit Card, with receipt returned via email.
5. **Term:** 1 Year
6. **Support and Maintenance:**

a. **Telephone and Email Support.**

uniPoint will provide telephone and email support from 8:30 a.m. through 4:30 p.m CDT, Monday through Friday, excluding public holidays.

Such support will include the opportunity to consult with a member of the uniPoint technical support staff who will assist the Channel Partner with the Software capabilities, functionality and characteristics as described in the Software Specifications and provide basic problem resolution assistance as required.

This assistance does not cover training or consulting services.

Technical Support contact information:

- Phone Number: 204-480-0539
- Fax Number: 204-480-0557
- Email: support@unipoint.ca
- Web: www.unipoint.ca

b. **Software Releases.**

Software releases, updates, upgrades, Service Packs (minor patch releases resolving critical bugs) and/or enhancements to the Software which uniPoint makes generally available to its Maintenance Channel Partners at no additional charge.

The Channel Partner shall be responsible for the installation and/or upgrade of the software. In the event that the Channel Partner requests or necessitates more than one hour of Technical Support for the installation or upgrade of the software or applying a Service Pack, the Channel Partner will be billed for such Services at uniPoint's standard rates then in effect.

In the event that uniPoint Professional Services are required, the Channel Partner will be billed for such Services at uniPoint's standard rates then in effect.

As uniPoint makes available software releases, uniPoint reserves the right, at its sole discretion, to discontinue or modify the terms and conditions of support for non-current releases and versions.

c. **Excluded Services.**

Excluded from the coverage of this Agreement are services resulting from misuse or modification of the Software by Channel Partner, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to Channel Partner's network, hardware, database, third party software products, and/or workstation configurations.

Such excluded services, and additional consulting services such as training, setup and technical integration may be contracted for separately at uniPoint's then current labor rates, subject to uniPoint's agreement.

Custom reports and solution done for as specific version of the program are not covered by the maintenance agreement.

d. **Channel Partner's Responsibilities.**

Channel Partner is responsible for:

- Notifying uniPoint of all problems for which the Channel Partner requires assistance
- Allowing, if necessary, remote access to the software
- The assistance of a qualified representative, so that uniPoint can perform Maintenance Services hereunder

e. **uniPoint Support Portal.**

Channel Partner will have 24/7 access to the uniPoint Support Portal, to login to create online support tickets, see support history, access Frequently Asked Questions, and access our Downloads page.

7. **Support for Installation and Upgrade of Products.**

Technical Support will provide a maximum of one (1) hour of support, during installation or upgrade of a product. The Channel Partners who require more extensive assistance with their installations may purchase one of our pre-packaged "Jumpstart" service engagements.

Jumpstarts are provided by an experienced member of the uniPoint's Professional Services Group who will handle all aspects of your installation for you either remotely or on site.

8. **Limited Warranty.**

UNIPOINT WARRANTS THAT THE MAINTENANCE SERVICES WILL BE PERFORMED IN A PROFESSION MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. UNIPOINT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER.

9. **Limitation of Liability.**

THE CUMULATIVE LIABILITY OF UNIPOINT TO CHANNEL PARTNER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE MAINTENANCE FEES PAID TO UNIPOINT WITHIN THE PRIOR YEAR. IN NO EVENT WILL UNIPOINT BE LIABLE TO CHANNEL PARTNER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF UNIPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.



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Canada

**UNIPOINT SOFTWARE REQUEST
AND
DEMO CERTIFICATION PROGRAM**

By signing below, I agree to the terms and conditions of the uniPoint Demo Certification Program:

COMPANY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

DATE: _____

Credit Card Information:

Credit Card Type: Visa [] MasterCard [] American Express [] Discovery Card []

Credit Card #: _____

Expiry Date: _____

Security Code: _____

Name on Card: _____

Company Name: _____

Billing address: _____

Please fax to 204-480-0557, or sales@unpoint.ca