



***BluWave* **crm** Reseller Agreement 2016**

Reseller Agreement for BluWave CRM

A reseller actively sells **BluWave crm** and also offers training and implementation services for **BluWave crm**. The agreement is a non-exclusive arrangement authorising the reseller to sell the BluWave software licenses and supporting implementation and training services.

1. Sales Model for BluWave Resellers

- The reseller discount on license fees sold is 30% of the retail price. The retail price is currently (from 1 Jan 2016) R300 ex VAT per month or R 3000 ex VAT per annum. Licenses fees are debited on the first of each month but received by BluWave 15 days later from our debit order service provider. The commissions would then be due to the Reseller on the last day of the month in which they were received. An annual increase in the retail price of license fees is applied on 1 Jan every year.
- Thereafter the commissions are payable to the “Reseller” as recurring revenue for as long as “Reseller” is a registered Reseller (See Cancellation of Reseller Registration) and the customer continues pay the license fees.
- Registered Resellers may offer training and implementation services to their customers. BluWave Software offers training and implementation services and will publish recommended retail prices for these on our website. The Reseller may however design his own services and retail prices therefore.
- BluWave offers various implementation and training “packages” structured around the number of users. They are affordable from 1 user upwards. Details of one of these “packages” are set out below. For customers whom have teams of 4 to 7 sales staff we offer the following training and implementation service at approx. R17 000 ex VAT:
 - Project Planning Meeting 2 Hours
 - System Configuration Meeting 3 Hours
 - User Training 4 hour course onsite (6 users max)
 - Importing of Data 3 hours
 - Management Review 2 Hours

2. Initial Setup & Training of Reseller and his Sales Team for Reseller’s Own System & Use thereof

Software

BluWave Software will provide free **BluWave crm** licenses to the sales team and the managers of the sales team at the Reseller. In addition any internal sales staff and sales support staff whom interact with the Reseller customers may also have free licenses. We request you make a written request for each person supplying their names, email addresses and job function. A free on-site sales training session is offered to the reseller and the supporting sales presentation is also made available to the reseller.

Reseller’s own System Set up & Training at a Minimal Fee

BluWave Software will offer the following set up and training for the Reseller’s own BluWave CRM solution at a fee of R 4 990 ex VAT. Approx 6-hours of training and set up assistance including the following 2 services:

- A system set up meeting of one and a half hours to configure your own BluWave CRM system at BluWave in Bryanston.
- The 4-hour user training course at BluWave in Bryanston.

3. Implementation & Training Materials

We can provide currently the following training & implementation documents and supporting training materials in electronic format. The Reseller will be required to print and supply these for the training and implementation services the Reseller sells.

- 4 Hour Training Course – these can be printed black and white with perhaps a colour cover. We bind them with a slide binder, backing board and plastic cover. Evaluation form at the back. About 50 Pages. An electronic copy can be supplied to you but the printing and binding would need to be done by the reseller. There are in addition several other course documents available on our learning centre for which we can supply electronic copies.
- Planning Document - 4 pages
- System Set up doc – detailing all items to be set up in the set up meeting approx. 10 pages.
- As additional modules are developed for BluWave we supply a related training document.

4. Logistics

- BluWave can make sales and marketing collateral available to Resellers via our website: brochures, order forms, presentation file, user lists.
- The Reseller can sign his prospects on for 30 day free trials – insert Reseller’s email address into sign up form to prevent us making a sales approach – or email BluWave to identify lead to us.
- All license orders to be completed by the customer on the BluWave Software order Forms. Monthly license fees require a debit order authorisation – this is part of the order form. Prepaid licenses for 6 or 12 months do not require a debit order – different order form. The client is required to prepay in order to prevent disconnection of the service.
- Additional services sold by Reseller should be billed by the Reseller.

5. Reseller Sales Staff & Areas

The Reseller may recruit sales staff anywhere in South Africa. Reseller may sell *BluWave crm* anywhere within South Africa.

6. On-going Reseller Agreement

BluWave Software reserves the right to vary the terms of the Reseller agreement from time to time. The Reseller will have the option to accept the new terms and to cancel the agreement if there are material changes in the terms that are not acceptable to the Reseller. In particular it is envisaged that we would require the Reseller to employ a “certified” training and implementation person. There will probably be annual training costs related to this on-going certification program.

7. Sales Quota in order to maintain Reseller registration.

For the first 6 months of the Reseller agreement there is no specific sales quota. Thereafter in order to maintain the Reseller status, we would require the Reseller to sell at least 9 licenses in a 6 month period.

8. Cancellation of Reseller Agreement

If this quota of 9 new licenses in 6 months is not maintained, then BluWave Software reserves the right to give one month's notice of cancellation of the reseller agreement. The Reseller may give one month's notice of cancellation of the reseller agreement at any time.

If the reseller company ceases to operate or is placed under liquidation then BluWave Software reserves the right to give one month's notice of cancellation of the Reseller agreement

The recurring revenue from license fees sold by the Reseller would continue to be paid for another 3 months after the cancellation date of the Reseller agreement.

9. Please sign your acceptance of the Reseller Agreement below.

I confirm that I am authorised to sign the Reseller Agreement. I accept the Reseller agreement as set out in this document.

Accepted for Company Name: _____

By Name: _____

Signature: _____ at Place: _____

On Date: ____/____/____

Accepted for BluWave Software CC

By Name: _____

Signature: _____ at Place: _____

On Date: ____/____/____ Please can each signatory also initial all the pages except this one.