



## **WaveAccess Partner Program Guide**

**Effective: July 2010**



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## WaveAccess Partner Program Overview

WaveAccess is a Microsoft Gold Certified partner and provider of Microsoft CRM add-on software. WaveAccess products are sold entirely through authorised partners to customers worldwide.

This document describes the WaveAccess Partner Program. WaveAccess reserves the right to modify the Partner Program at any time and at its sole discretion, and is subject to the terms and conditions of the WaveAccess Partner Agreement, which is available upon request.

WaveAccess aims to provide our partners with the highest quality products and a supporting partner program to support and empower to the fullest degree to ensure maximum success.

## WaveAccess Partner Program Types

Qualified Microsoft CRM partners can become WaveAccess partners at no cost.

The following partner program types are available:

- **Referral Partner:** Designed for partners that primarily recommend CRM solutions but do not get involved in the sale or implementation of the solution to the end user. Can also include recognised Microsoft CRM training organisations. For more detail on this type of program please contact your relevant Partner Manager.
- **Reseller Partner:** To qualify to become a WaveAccess Reseller Partner, you must be certified to sell or implement Microsoft CRM software and agree to the terms of the WaveAccess Partner Agreement, available upon request. The WaveAccess Partner Program gives companies that sell and implement CRM solutions the non-exclusive right to sell and implement licensed WaveAccess software to customers. To apply to become a WaveAccess Reseller Partner, please request a copy of the Partner Agreement from your Partner Manager.
- **ISV Partner:** WaveAccess welcomes applications from partners wishing to integrate WaveAccess software into their own solution offering. To further discuss this opportunity, please contact Ilya Feigin at

[ilya.feigin@wave-access.com](mailto:ilya.feigin@wave-access.com) or  
[info@salescentric.com](mailto:info@salescentric.com)



## WaveAccess Partner Program Details and Benefits

**Reseller Partner Margin:** Reseller Partners qualify for 30% margin on initial License & Maintenance fees. Increased margin incentives will be made available from time to time or by special agreement subject to agreed quarterly volumes. For particularly large volume transactions WaveAccess will provide a special bid process, to ensure competitive pricing and protect Reseller margins. Special Bids are managed by your Partner Manager.

**NFR Demo Licenses:** Partners are provided with free trial copies of products for installation on their demo environments to ensure they can demo solutions to full advantage.

**Customer Evaluation Licenses:** Licences can be provided free of charge for customer evaluation periods (30 days). To discuss terms contact the relevant Partner Manager.

**Product Support & Maintenance:** First year support and maintenance for WaveAccess products is included in the license fee (unless stated otherwise). After the first year (from date of initial purchase) support and maintenance is offered at 20% of product list price at time of purchase.

Partners are responsible for providing first line support to their end user customers. WaveAccess provides support to the partner. The partner is responsible for product implementation, configuration and end user training. WaveAccess provides the partner with supporting documentation to assist in areas of sales and implementation (including Installation Guide, End User and Administration Guides). When necessary, support requests to WaveAccess can also be sent via email to [support@salescentric.com](mailto:support@salescentric.com).)

For detailed service level overview and problem reporting procedure please see **Service Levels & Problem Reporting**.

**Product Pricing & Ordering:** upon joining the Reseller Partner Program partners will be issued with a combined Pricing & Ordering Tool. This all in one tool provides partners with a simple way to produce quotes and place orders. Orders are placed via email to the Partner Manager. WaveAccess offers (where relevant to the product) the option of perpetual licence purchase or per user per month fee for those using the Hosted CRM option.

**Marketing Programs:** WaveAccess is open to co-marketing opportunities to support lead generation. Activities can include, for example, seminars and direct mail campaigns. WaveAccess reserves the right to decline participation in any marketing activity, review event content, event type and make sponsorship decisions at our exclusive discretion. Partners should contact their Partner Manager to discuss opportunities.



**Right to Modify the Partner Program:** WaveAccess reserves the right to modify the partner program and any referral fees or margins at any time and for any reason. In addition, WaveAccess reserves the exclusive right to deny or remove a partner from the WaveAccess partner program at any time.

**Contact Information:**

For more information on the WaveAccess partner program, contact us at:

WaveAccess LLC  
2245 North Green Valley Parkway  
Suite 298  
Henderson  
NV 89014, USA

[www.salescentric.com](http://www.salescentric.com)

Contact Ilya Feigin at [ilya.feigin@wave-access.com](mailto:ilya.feigin@wave-access.com) or [info@salescentric.com](mailto:info@salescentric.com)

## WaveAccess Service Levels & Problem Reporting

**Normal Support Hours:** 9am GMT – 18pm GMT (not including Public Holidays).

**Problem Reporting:** The Partner’s Technical Support Contacts must report Problems to WaveAccess's Technical Support Contacts in the following ways:

- (a) by telephone to the following number – +44 (0) 203 286 8842 or +1 949 682-3997; or
- (b) by e-mail to the following address – [support@salescentric.com](mailto:support@salescentric.com). WaveAccess shall not be obliged to provide any support directly to end-users.

**Problem Categories:** Problems will be categorised as set out in the table below by WaveAccess in its reasonable opinion at the time each problem is reported. WaveAccess may subsequently change the priority of such a problem if it is reasonable to do so in the circumstances.

<b>Problem Category</b>	<b>Problem Description</b>
<b>Critical</b>	A problem which would make the system inoperable or unworkable
<b>Severe</b>	A problem which would make the system operationally inconvenient in use
<b>Minor</b>	A problem which is inconvenient but does not reduce the system's operational capacity

**Acknowledgement Times:** Once the Partner’s problem has been received by WaveAccess and provided that the Partner has complied with the provisions of their

support obligations (see Support Obligations of Partner) then WaveAccess shall send acknowledgement to one of the Partner's Technical Support Contacts in accordance with the time-scales:

Reporting Method	Problem Category	Acknowledgement Time
<b>Telephone</b>	Critical	4 working hours
	Severe	6 working hours
	Minor	2 business days
<b>E-mail direct</b>	Critical	4 working hours
	Severe	6 working hours
	Minor	2 business days

The Partner must clearly and accurately state the subject of the e-mail to begin with 'Critical', 'Severe' or 'Minor', as the case may require.

When acknowledging the problem, WaveAccess shall ascribe an incident number to the Problem and the Partner must quote such incident number in all related communications thereafter.

**Response Times:** WaveAccess shall provide a resolution, workaround or plan to provide either of the foregoing within the following times-scales:

Problem Category	Response Time
Critical	1 business day
Severe	4 business days
Minor	1 month

**Progress Reports:** WaveAccess will provide the Partner with regular updates on the status of a problem at a frequency to be agreed with the Partner at the time except that for a Critical problem WaveAccess shall provide such update every two hours.

**Escalation Procedure:** The Partner may wish to contact WaveAccess's management in order to escalate WaveAccess's response to a problem when reasonably appropriate e.g. dissatisfaction with WaveAccess's performance, repeated failure to meet response times. Such escalation shall proceed according to the numerical order set out below:

	Name	Title	Phone Number	Mobile Number
<b>1</b>	Ilya Feigin	CTO	+44 (0) 203 286 8842	+1 949 682-3997

## WaveAccess Partner Program Definitions and Obligations

This section is designed to provide the legal definitions around terminology referenced in the Partner Program Guide or Partner Agreement. It also defines the obligations of the Partner to WaveAccess and vice versa in terms of product support and maintenance.

**Definitions:** for the purposes of support obligations of WaveAccess to the Partner and vice versa the following words and expressions shall have the following meanings:

**Documentation:** the then current user guides, if any, that are provided by WaveAccess for use with the Software.

**First Level Support:** initial support and maintenance services supplied to a Partner's end-user, including the receipt of incoming calls, collection of basic information (e.g. problem details, error codes, impact, actions taken by the Partner's end-user), simple diagnostics and application of non-complex published remedial action.

**Maintenance:** the analysis, coding, testing and release of corrections to the Software.

**Problem:** the Partner's problems/queries that are notified to WaveAccess's Technical Support Contacts by the Partner's Technical Support Contacts.

**Second Level Support:** support & maintenance services other than First Level Support, such as advanced diagnostics and problem solving, problem management, software workaround and software solution provision.

**Software Fault:** behaviour of the Software which does not meet any reasonable interpretation of the behaviour described within the Documentation. For the avoidance of doubt, a Software Fault does not occur when the Software does not meet a particular need but does meet a reasonable interpretation of the behaviour defined in the Documentation.

**Technical Support Contact:** in respect of each of WaveAccess and the Partner, the person or persons that are identified in writing to the other party and who are trained and competent in all aspects of using and administering the Software.

### **Maintenance and support obligations of WaveAccess to the Partner:**

Subject to the terms of this document, the Partner Agreement and unless otherwise agreed in writing between the parties, WaveAccess shall provide Second Level Support and Maintenance to the Partner during the Normal Support Hours in respect of the Software.



WaveAccess is obliged to:

- (a) respond only to Problems; and
- (b) supply Second Level Support and Maintenance only to the Partner's Technical Support Contacts, and only in relation to Software purchased by end-users in respect of whom WaveAccess has received the requisite maintenance & support fees from the Partner.

Any other services shall be charged at WaveAccess's then standard rates.

The Partner shall at all times have a nominated Technical Support Contact. The Partner accepts that it may not be possible for WaveAccess to resolve a Problem in detail until it can be discussed with the Partner's Technical Support Contact(s).

WaveAccess shall act upon the Partner's Problems in accordance with the Service Levels. If a Problem is due to a Software Fault, WaveAccess shall thereupon use its reasonable endeavours to correct the Software Fault according to the time-scales as set out in Services Levels.

Upon request, the Partner shall provide WaveAccess with a written statement of any Problem requiring support and/or Maintenance services.

Upon reasonable request, the Partner shall undertake reasonable effort to enable WaveAccess's support personnel are provided with the appropriate approvals, access information and remote electronic access, via internet link if necessary, for the purpose of investigating or rectifying reported Problems. The Partner will indemnify WaveAccess against any loss or damages resulting from the specified access not having adequate approval.

WaveAccess shall not be obliged to continue to provide Second Level Support and Maintenance services in respect of the relevant Problem if the Partner cannot provide or obtain such approvals, information and access set out in paragraph 6 above.

During the term of the Partner Agreement, additional functionality may also be released by WaveAccess as separate modules and WaveAccess may make such available to the Partner at an additional charge to be mutually agreed by the parties. WaveAccess shall at its sole discretion decide what constitutes a separate module and whether to make such available to the Partner.

If the Partner requests WaveAccess to carry out a modification or enhancement to the Software or supply other consultancy services then the same shall be carried out under a separate professional services agreement to be agreed by the parties at the relevant time.



WaveAccess shall be under no obligation to agree to perform such work, however.

WaveAccess shall keep the Partner informed in advance of any new modifications, intended or planned products which it has in development or products which it intends to replace or discontinue and the likely time-scale for introduction, replacement or discontinuation of the same.

WaveAccess shall be under no obligation to provide support and Maintenance in respect of:

- (a) problems resulting from any modifications or customisation of the Software not made by or authorised in writing by WaveAccess;
- (b) any software other than the Software;
- (c) incorrect or unauthorised use of the Software or operator error where these are defined as use or operation not in accordance with the Documentation;
- (d) any fault in any computer hardware;
- (e) any programs used in conjunction with the Software;
- (f) use of the elements of the Software in any combination other than those specified in the Documentation;
- (g) use of the Software with any other software or products that WaveAccess has not expressly authorised in writing to be used with the Software;
- (h) use of the Software with computer hardware, operating systems or other supporting software other than those specified in the Documentation; or
- (i) end-users in respect of whom WaveAccess has not received the requisite maintenance & support fees from the Partner.

### **Support obligations of the Partner**

The Partner shall provide First Level Support and Maintenance services for the Software to each Partner end-user. The Partner agrees that WaveAccess shall not be obliged to provide any support directly to end-users.

The Partner shall make reasonable efforts to ensure that the Software and the Partner's end-user's computer hardware are managed in a proper manner and that all persons with administrative authority over the Software shall be competent trained employees only or shall be persons under their supervision.

The Partner shall notify WaveAccess if any Problem or Software Fault is not covered by



this document and any time spent thereafter by WaveAccess investigating such Problems will be chargeable at WaveAccess's then current rates unless the Partner gives notice to WaveAccess not to pursue such investigations. WaveAccess shall invoice such charges at its discretion and such charges shall be paid within 30 days from the date of said invoice.

The Partner shall provide co-operation and assistance to WaveAccess in WaveAccess's efforts to provide Second Level Support and Maintenance. Such cooperation and assistance shall include but not be limited to:

- (a) a reasonable level of responsiveness to WaveAccess's requirements and communications;
- (b) the timely transmittal and release to WaveAccess of appropriate and accurate documentation and information;
- (c) the prompt review and analysis of the work performed by WaveAccess; and
- (d) the making of facilities and personnel available to assist WaveAccess when and to the extent reasonably requested.