

Pegasus Solutions Marketplace Programme



Accreditation Agreement

Pegasus Solutions Marketplace

The Pegasus Solutions Marketplace programme is based on two key business drivers: the most successful solution on the market and our ability to deliver new business opportunities in a mature market.

It's about solution selling

In today's mature market there are a number of products performing very similar functions within business, and some might say that one accounting product is much the same as the next. One thing that sets Opera 3 and Opera II apart from the competition in this context is the Toolkit, which allows our software to be tailored to an individual customer's needs.

At Pegasus we recognise that the Toolkit is a strategic tool that allows Opera 3 and Opera II to be modified to address vertical business areas we would not normally sell into. We have therefore put in place the Pegasus Solutions Marketplace, a membership programme for developers who wish to use the Toolkit to customise Opera 3 and Opera II and develop add-on applications. We intend to promote the Programme to our Partners, customers and prospects to help create business opportunities.

It's about track record

Pegasus is part of Infor, one of the world's leading enterprise solutions providers, with offices in 100 countries and over 70,000 customers. In the UK, Pegasus has over 25,000 customers and 120 accredited Partners.



The Pegasus Solutions Marketplace Programme

Two levels of accreditation

We offer two levels of accreditation for the Solutions Marketplace Programme: Developer and Premier Developer. There are exclusive Sales and Marketing benefits for Premier Developers.

Programme benefits

We are passionate about equipping you with both the technical and sales skills you need to maximise your opportunities. Our training courses are extensive, can be booked online and are held at our dedicated Training Centre in Northamptonshire.

In addition, our training services include:

- Webinars for specific training updates, minimising time spent out of the office.
- Course documentation, also available to download.
- Individual awards and certificates of achievement.

Training and product support

- Free training course for two developers.
- Free copy of the Developers' Integration Tool (DIT3).
- Updates of the Developers' Integration Tool (DIT3).
- In-house copy of Opera 3, Opera II and Operations II with DIT3 activated.
- Support and advice when developing solutions to complement Opera 3, Opera II and Operations II.
- Access to the Solutions Marketplace secure website exclusively for programme members.

Sales and Marketing

- Promotion of Developer products to Pegasus Partners via the Solutions Marketplace directory on the Pegasus Partner website.
- Access to the Marketing department at Pegasus for advice and assistance on design and production of marketing collateral.
- Use of Solutions Marketplace logos.

Benefits exclusive to Premier Developers

Premier Developers will receive all the Training and Product Support and Sales and Marketing benefits listed above. In addition, Premier Developers will exclusively benefit from:

- Promotion of Premier Developer products on the Pegasus corporate website. This includes a link to a page of information about the product, links to the Developer website and an e-mail address for enquiries.
- Inclusion in Outlook, the Pegasus customer newsletter. Each quarter, the newsletter will feature a Premier Developer solution and link to the Solutions Marketplace area on the Pegasus corporate website.
- Inclusion in the News Digest, the weekly Pegasus Partner Channel newsletter. Each quarter, the newsletter will feature details of products and sales successes.

Accreditation

Accreditation Criteria

To be accredited for Opera 3, Opera II and Operations II applicants must be able to demonstrate core Visual FoxPro skills. Developers must provide an annual business plan to support their application.

In order to ensure ongoing accreditation, Solutions Marketplace developers must fulfil the following criteria:

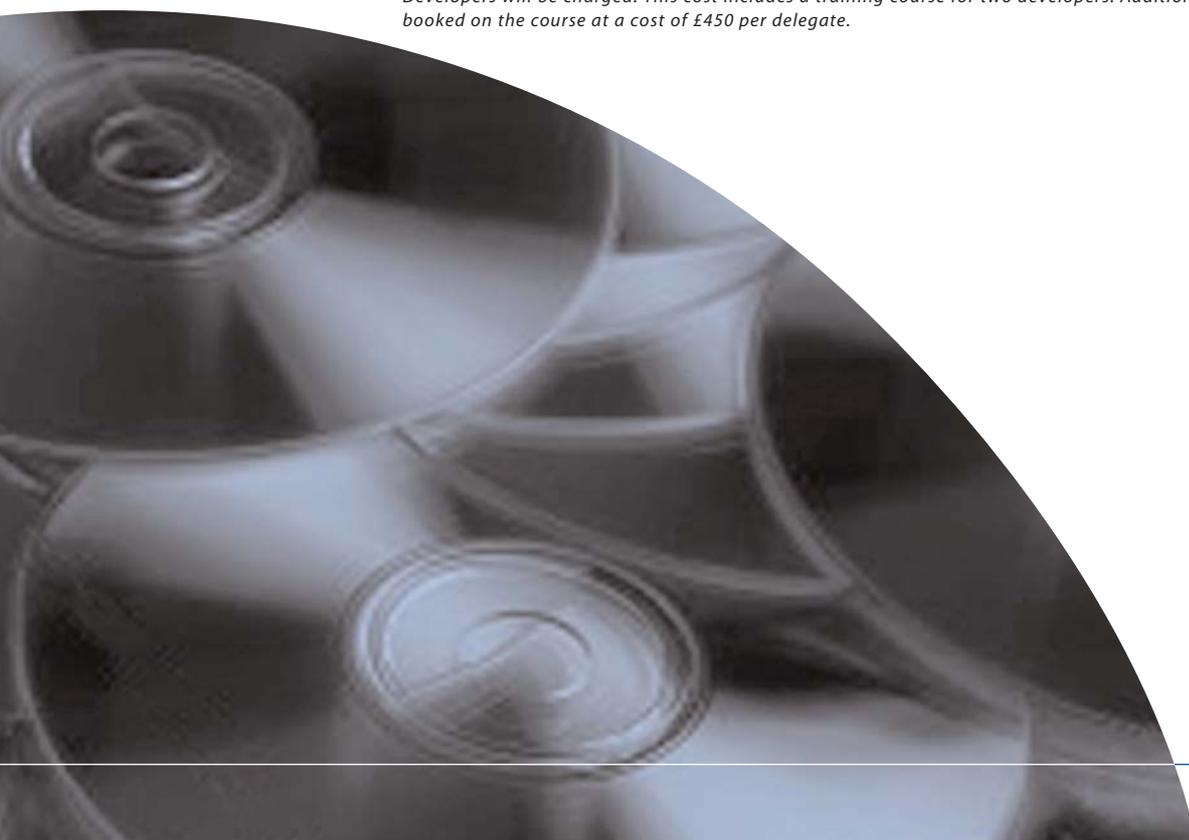
- Ensure a minimum of two staff have successfully completed each of the relevant Developers' training courses, attended all necessary update courses and passed the required exams.
- Abide by the Solutions Marketplace Programme Terms and Conditions.
- Agree to take part in an annual review of their status, conducted by a representative of Pegasus Solutions Marketplace Programme where deemed necessary.
- Comply with good industry standards and use reasonable skill and care when carrying out any work with the Developers' Integration Toolkit (DIT3).
- Inform customers that Pegasus neither endorses nor has any responsibility for any bespoke development undertaken with the Developers' Integration Toolkit (DIT3).
- Not represent to customers that they are an authorised Partner for Pegasus products if they have not been accredited as a Pegasus Partner.
- Acknowledge that they are not authorised to sell or undertake support, training or consultancy of Pegasus products in their capacity as a member of the Solutions Marketplace Programme if they have not been accredited as a Pegasus Partner.

Accreditation Costs

Developer Status: £1500* per year, payable by direct debit

Premier Developer Status: £2400* per year, payable by direct debit

** For new members an additional, non-refundable sign-up fee of £500 for Developers and £600 for Premier Developers will be charged. This cost includes a training course for two developers. Additional training places can be booked on the course at a cost of £450 per delegate.*



Pegasus Solutions Marketplace Charter

As a member of the Pegasus Solutions Marketplace Programme we agree to abide by the following code of conduct regarding any development work we carry out on behalf of both customers and other Pegasus Partners:

- Provide professional advice to customers on all aspects of design and supply of computer applications and systems.
- Provide customers with software which is competitively priced, value for money and fit for purpose.
- Have Pegasus technical service staff trained to the highest standards to provide an efficient and competent service.
- Provide a dedicated Help facility to assist customers with all aspects of their systems.
- Provide customers with instructions on each application supplied.
- Respond to all service requests within customers' agreed timescales.
- Ensure that customers receive the best possible after-sales care.
- Ensure that applications and systems will work with the latest version of Pegasus software.

These statements do not affect customers' statutory rights and Pegasus Developers and Premier Developers agree that any customer with a grievance against a member company can refer to Pegasus Software Ltd for advice and arbitration.

Once signed, Pegasus will assist in the promotion of your products through the Pegasus Partner website and, in the case of Premier Developers, also on pegasus.co.uk.

Signed

Name

Company Name

Terms and Conditions

If we, Pegasus Software Limited, accept your application to act as a member of the Pegasus Solutions Marketplace Programme the following Terms and Conditions shall apply:

1. Definitions
 - (a) "Member" means a company or other commercial legal entity who has been accepted by Pegasus as a member of the Programme, whether a Pegasus Partner or otherwise;
 - (b) "Pegasus" means Pegasus Software Limited;
 - (c) The "Programme" means the relevant Pegasus Solutions Marketplace Programme;
 - (d) "Developers' Integration Tool" means Pegasus' proprietary software, together with user documentation and Help files, by which licensed users of it will be able to undertake bespoke development on Pegasus software products.
2. It will be a condition of acceptance as a Member that the applicant has:
 - (a) a minimum of two staff who have successfully completed each of the relevant Training Courses, run or approved by Pegasus in respect of the Developers' Integration Tool, attended all necessary update courses and passed all relevant exams; and
 - (b) paid the Membership fees in accordance with this Agreement.
3. The cost for membership will be £125 plus VAT per month for Developers or £200 plus VAT per month for Premier Developers, payable in twelve equal monthly instalments, forthwith upon receipt of a VAT invoice, by direct debit. For new members of the Programme, an initial sign-up fee of £500 plus VAT for Developers or £600 plus VAT for Premier Developers will be charged. Membership will begin with effect from the first day of any month in which Pegasus accepts the application. Membership will continue automatically for successive one-year periods unless terminated in accordance with this Agreement. Pegasus reserves the right to change the rate of Membership fees from time to time by giving written notice to each Member of at least 90 days. If membership is terminated with effect from a date part way through a year, for whatever reason, the remaining monthly instalments for that year will still be payable.
4. Members will be provided with the following:
 - (a) a non-exclusive licence to use the Developers' Integration Tool, subject to Clause 7, solely to undertake bespoke development on Pegasus software for Pegasus customers; and
 - (b) free telephone, e-mail and online support and advice in respect of the Developers' Integration Tool, between the hours of 9am and 5pm on business days, subject to those requesting support having completed the relevant Pegasus Training Courses and passed all relevant exams.
5. All intellectual property rights in Pegasus software, the Pegasus Developers' Integration Tool and other Pegasus products will remain the property of Pegasus and its licensors. Pegasus will not acquire ownership of any intellectual property rights in any development carried out by the Member using the Developers' Integration Tool.

Pegasus reserves the right, at its discretion, to produce developments for commercial use which may be similar to, but not exactly the same as, any developments of Pegasus products produced by any Members.
6. (a) Pegasus warrants that at the time of supply of a Developers' Integration Tool, it will be free of virus. Except as stated, Pegasus makes no other warranty or representation whatsoever, in particular, in respect of the bespoke enhancements carried out by the member with the Developers' Integration Tool. Further, Pegasus excludes all other liability to the extent permitted by law.
 - (b) The Member undertakes to Pegasus that they will inform customers that Pegasus neither endorses nor has any responsibility whatsoever for any bespoke development undertaken with the Developers' Integration Tool.
 - (c) The Member undertakes to Pegasus that they will not represent to customers that they are an Accredited Partner for Pegasus products and acknowledges that they are not authorised to sell or undertake support or consultancy of Pegasus products in their capacity as a Member of the Pegasus Solutions Marketplace Programme.
 - (d) The Member represents and warrants to Pegasus that in carrying out any work with the Developers' Integration Tool, they will comply with good industry standards and will use reasonable skill and care.
 - (e) The Member will create no liability between Pegasus and any customer in respect of the bespoke development and all and any such liability will be a matter between the Member and the customer. Further, the Member will fully indemnify Pegasus for all costs, losses and expenses incurred by it in respect of any allegation by any third party that any of the bespoke development carried out by the Member infringe the third party's rights and for all and any other liabilities of Pegasus to any customer, attributable to any act or omission by the Member.
7. (a) This Agreement can be terminated by either party giving written notice to the other 90 days before the end of the one year term then current that it does not wish to renew for the following year. Pegasus can terminate this Agreement immediately by written notice to the Member if there has been any breach by the Member of this Agreement.
 - (b) Upon termination (for whatever reason), the licence granted to the Member by this Agreement will be revoked and the Member's right to support will end automatically. Further, the Member shall cease to represent themselves to third parties as a Member of the Programme and shall cease to have any rights to the services provided by Pegasus under the Programme. Within 30 days following termination, the Member will return to Pegasus the Developers' Integration Tool and all copies of it in the Member's possession or under their control. Membership fees are not refundable in the event of termination of Membership for any reason.
8. All information provided to the Member by Pegasus in respect of the Developers' Integration Tool (whether or not in writing and irrespective of the storage media) will be treated as confidential proprietary information of Pegasus. The Member will not use or disclose or make use of any such information without prior written approval from Pegasus, other than to the extent necessary to enable them to carry out bespoke enhancements for customers as contemplated by and in accordance with this Agreement.
9. You shall not try to persuade any of our employees to leave us and/or join you.
10. When using Pegasus Solutions Marketplace or corporate logos you shall abide by the corporate Guidelines set out in the Pegasus Corporate Visual Identity document.
11. Pegasus reserves the right to change the terms of this Agreement at any time upon written notice to Members.
12. This Agreement shall be governed and construed in all respects in accordance with English law.

Application form

Please complete and return to: Accreditation Co-ordinator, Training Department, Pegasus Software, Orion House, Orion Way, Kettering, Northamptonshire NN15 6PE. In addition to completing this application form, applicants should provide a supporting business plan.

Status applied for: Premier Developer Developer

Company Name: Pegasus Partner Account No (if applicable):

Address:

Postcode:

Tel: Fax:

E-mail: Website:

Number of years trading: Number of years as a Pegasus Partner (if applicable):

Annual turnover: Number of Developers in organisation:

Pegasus-related turnover: Number of Pegasus-related Developers:

Member details

Name (Title/First Name/Surname):

Position:

E-mail:

Visual FoxPro Experience/Qualifications:

Other Experience/Qualifications:

Name (Title/First Name/Surname):

Position:

E-mail:

Visual FoxPro Experience/Qualifications:

Other Experience/Qualifications:

I hereby certify that the information on this form is correct and that I/we abide by the Pegasus Solutions Marketplace Programme Terms and Conditions.

Signed: Date:

Name (block capitals): Position:

OFFICE USE ONLY

Application approved by: Pegasus Solutions Marketplace Programme Co-ordinator

Name: Date:



Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send it to:

Pegasus Software Limited
Orion House
Orion Way
Kettering
Northants
NN15 6PE

Originator's Identification Number:

8	2	4	4	9	7
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Reference Number

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Name(s) of Account holder(s)

Bank/Building Society Account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Pegasus Software Limited Direct Debits from the account detailed in the instruction subject to the Safeguard assured by the Direct Debit Guarantee. I understand that this instruction may remain with Pegasus Software Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

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Banks and Building Societies may not accept Direct Debit instructions for some types of account

This Guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Pegasus Software Limited will notify you 7 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Pegasus Software Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

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