

SECTION:	Direct Sales	
POLICY #:	DR3	PAGE: 1 of 1
SUBJECT:	Sales Participation Fee (SPF) Program, Enterprise Sales	
DATE:	4/06	SUPERSEDES: 9/05

- TITLE:** DR3, Sales Participation Fee (SPF) Program, Enterprise Sales
- POLICY:** All accounts with more than ten (10) stores which the dealer would like to sell directly or in conjunction with the StoreNext or Retailix Direct Sales organization need to be registered with StoreNext by the dealer. Also, all Referral Dealers must register accounts, according to this policy in order to qualify for a SPF. StoreNext has the discretion, at its sole option, to give the account to the dealer to sell directly, work the account jointly with the dealer as a direct account, or continue to sell it as a direct account without the dealer's involvement.
- SCOPE:** This policy applies to all StoreNext Dealers, StoreNext Direct Sales personnel, Retailix Direct Sales personnel, StoreNext finance and StoreNext Area Managers.
- PROCEDURES:** In pursuit of business, dealers may wish to place StoreNext hardware or software products for evaluation by potential customers in those customer sites. StoreNext may or not approve such requests. If approved the following policies will apply.
8. The most current version of the Prospect Registration Form (PRF) is located on the StoreNext Dealer Support Web site at www.StoreNext.com/Dealer/Enterprise.
 9. Dealers must complete the PRF with all of the pertinent information and email or FAX the completed PRF to StoreNext's Area Manager for approval.
 10. At StoreNext's sole discretion, approval of the PRF will be based on a variety of factors including but not limited to current direct sales involvement or the account has already been approved for another dealer.
 11. All store accounts that are members of a Level-3 Wholesaler will require an approved PRF in order for any dealer to participate in the SPF. Dealers can only participate as a Referral Dealer with Level-3 Wholesalers.
 12. Approval will be provided or declined by StoreNext within ten (10) business days of StoreNext's receipt of the PRF.
 13. The StoreNext Vice President of Sales for the appropriate products will approve or disapprove the account. If the account is a Retailix direct account, then the PRF will also be approved by the Retailix Vice President of Sales.



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14. StoreNext will only approve one PRF per account, unless the approval is specifically tied to a specific point-of-sale system. At StoreNext's sole discretion, PRFs may be approved and linked or contingent upon to the type of POS system the dealer is selling.
15. The dealer agrees to use its best efforts to promote the sale of the products to the approved account.
16. In consideration of the dealer performing the activities in accordance with this policy, StoreNext will pay to the dealer a Sales Participation Fee (SPF) as set forth in the Program Bulletin. The SPF shall be paid to the dealer within thirty (30) days after StoreNext has received payment from the direct account for the products.
17. All payouts are calculated on the net StoreNext product revenue only. No payout will be provided on third-party software, StoreNext professional services or support and maintenance services (SMS).
18. The PRF approval shall become effective as of the date the account is approved by StoreNext and shall remain in effect until terminated in accordance with Section 19 of this Policy herein or until the agreement expires in twelve (12) months. If a sale has not been closed within the 12-month period, then the account must be applied for and approved again.
19. Termination
 - 19.1. StoreNext may terminate the approval of the PRF if the dealer is in material breach of any of the terms, conditions, duties or obligations contained in or referred to in this policy or the Dealer Agreement, and such breach remains uncorrected to the reasonable satisfaction of StoreNext for a period of thirty (30) days following written notice by StoreNext to the dealer of said breach. StoreNext may also immediately terminate the PRF upon the termination or expiration of the Dealer Agreement.
 - 19.2. In the event StoreNext reasonably determines that the activities in total or with regard to any StoreNext products are no longer required or desirable in order to sell to the direct account, StoreNext may terminate the PRF by giving the dealer not less than sixty (60) days' prior written notice.
 - 19.3. The dealer may terminate the PRF at any time without cause by giving StoreNext not less than sixty (60) days' prior written notice.



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20. In the event that the PRF is terminated in accordance with Section 19.2 or Section 19.3 of this Policy, StoreNext shall pay to the dealer the SPF with respect to all orders for the direct account which have been accepted by StoreNext prior to the date of termination and for all StoreNext products shipped to the direct account within six (6) months of the termination notification date.
21. The parties agree that the Termination SPF set out in Section 20 of this Policy represents full compensation for the dealer's efforts and damages, if any, resulting from StoreNext's termination of this Agreement under Section 19 of this Policy herein and its sole remedy for such termination hereunder. In no event shall StoreNext be responsible for consequential, special, indirect or incidental damages arising out of or relating to any termination of this Agreement or StoreNext's conduct or direction of the sales and support activities or activities hereunder.

