

SECTION:	Reseller Sales	
POLICY #:	RS 23	PAGE: 1 of 3
SUBJECT:	StorePoint Sales Territory Policy	
DATE:	09/09	SUPERSEDES: None

TITLE: RS23, StorePoint Sales Territory Policy

POLICY: To establish a policy where Authorized StoreNext StorePoint Resellers (“StorePoint Dealers”) understand their rights, expectations and responsibilities with regard to sales territory and customers for the StorePoint solution

SCOPE: This policy applies to all StorePoint Dealers, but is limited exclusively to the StorePoint solution. This policy does not apply with any products or solutions other than the StorePoint solution, regardless of the reseller involved.

PROCEDURES:

1. Open Sales Territory
  - a. StorePoint Dealers can pursue opportunities throughout the USA.
2. Dealer Incumbency
  - a. The StorePoint Dealer that initially sold the StorePoint solution to a customer, retailer, merchant, account or end-user (“Customer”) is considered the “Incumbent StorePoint Dealer.”
  - b. The Incumbent StorePoint Dealer is assumed under the normal course of business to be the dealer that will continue to sell products and services to that Customer ongoing.
  - c. A StorePoint Dealer may support only those customers and/or accounts sold directly by that reseller.
    - i. If a different StorePoint Dealer (“Replacement StorePoint Dealer”) who is not the Incumbent StorePoint Dealer wishes to sell products or services to a Customer, the procedure in Section 3 and/or Section 4 below will apply.
3. Get-Well Programs
  - a. If a Customer becomes dissatisfied with the Incumbent StorePoint Dealer, StoreNext is authorized to research the situation directly with the Customer and dealer in order to understand the reasons and basis of the problem and recommend a “get-well” program designed to reestablish the Customer’s satisfaction with the Incumbent StorePoint Dealer.



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- i. This “get-well” program will be in place for a period of 60 -90 days, and will clearly establish and define criteria for success. The success criteria will be agreed upon by both the Incumbent StorePoint Dealer and the Customer.
  - b. In the event that the “get-well” program is not successful, then StoreNext has the right to move the Customer to new StorePoint Dealer (“Replacement StorePoint Dealer”) for ongoing support and future sales.
    - i. Such “get-well” programs can be unsuccessful for many reasons, including the inability for a reseller to achieve goals, personality conflicts between the parties and uncooperative Customers. While StoreNext will make best efforts to enable and promote success of such programs, StoreNext is not responsible for ensuring their success, and StoreNext will not be held responsible in any way whatsoever for the failure of any such “get-well” program.
- 4. Customer Transfers
  - a. Before a Customer is moved from the Incumbent StorePoint Dealer to a Replacement StorePoint Dealer, the Customer must:
    - i. Agree to the transfer
    - ii. Agree to the choice of the Replacement StorePoint Dealer
    - iii. Absolve all parties – expressly including the Incumbent StorePoint Dealer, the Replacement StorePoint Dealer and StoreNext – from any and all obligations, complaints and issues
  - b. StoreNext is not responsible to collect money from the Customer or ensure any obligations on the part of that Customer on behalf of the Incumbent StorePoint Dealer or the Replacement StorePoint Dealer. Nothing in the transfer of a Customer to a Replacement StorePoint Dealer will absolve that Customer from any monetary or other obligations to the Incumbent StorePoint Dealer or to the Replacement StorePoint Dealer.
- 5. Customer Transfer Fee
  - a. If a Customer is moved to a Replacement StorePoint Dealer, the Incumbent StorePoint Dealer will be entitled to a fee (“Customer Transfer Fee”).
    - i. The Customer Transfer Fee is equal to 50% of the retail list price or MSRP of the StoreNext StorePoint application software sold to the



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Customer for the six-month period commencing on the date the Customer was transferred to the Replacement StorePoint Dealer.

- 1) Note that if the Customer does not purchase any StoreNext StorePoint application software during that six-month period, the Customer Transfer Fee will be \$0.
- b. The Replacement StorePoint Dealer may waive the Customer Transfer Fee to expedite the transfer if desired.
- c. If a Customer is purchased by a Customer of StorePoint Dealer other than the Incumbent StorePoint Dealer, no Customer Transfer Fee applies.
- d. Customer Transfer Fee administration
  - i. The Customer Transfer Fee will be collected from the Replacement StorePoint Dealer by StoreNext.
    - 1) StoreNext will credit the Customer Transfer Fee to the account of the Incumbent StorePoint Dealer within 15 days of collecting the Customer Transfer Fee from the Replacement StorePoint Dealer.
    - 2) Customer Transfer Fees will be disbursed only in the form of credits towards purchases from StoreNext.
  - ii. The Customer Transfer Fee is due from the Replacement StorePoint Dealer within 30 days of the StoreNext invoice date for any applicable products purchased by the Replacement StorePoint Dealer.
    - 1) StoreNext reserves the right to hold all orders from a Replacement StorePoint Dealer past-due Customer Transfer Fees.

