

## **VAR Partner Terms and Conditions**

SOHware works directly with VARs that have broad experience and technical expertise in wireless LAN, security and public access. Our partnership philosophy is simple. SOHware's level of dedication to a direct VAR relationship and partnership is 100%. Our approach is to go above and beyond the traditional Distributor tier approach. These terms and conditions provide a framework of understanding between you, the VAR, and SOHware, the vendor, and apply only to SOHware's business relationship with the VAR.

### **Our Obligations to VARs**

SOHware provides its authorized VAR Partners with tiered discounts on SOHware products based on sales performance.

SOHware may provide its authorized Partners with qualified end user leads from time to time in the Partner's geographical area and/or vertical market segments.

Abide by the terms of this agreement, and maintain the confidentiality of our agreement within SOHware.

### **Our expectations of VARs**

Achieve SOHware Product Line familiarity within your Sales and Technical staff and, at your option, utilize SOHware training classes offered at discount with initial orders.

Prominently display SOHware brand partnership in your literature and on your web site, and proactively market SOHware solutions to existing and new customers in your geographic area.

Procure SOHware products within 30 days of account authorization to use for demonstration purposes, and maintain their proper configuration in-house to show to customers.

Bundle SOHware products with your existing products and services, including installation and support services, to create value added solution packages that are attractive to your market.

Conduct face-to-face business with your customers and potential customers.

Do not resell SOHware products via the Internet with an online e-commerce web site.

Provide Level 1 technical support to your customers for SOHware products.

Abide by the terms of this agreement, and maintain confidentiality of this document within your company.

Shall not hold SOHware liable and shall indemnify SOHware against all claims.

### **One Year Limited Warranty**

SOHware warrants its products to be free of defects in workmanship and materials, under normal use and service. The warranty period is one (1) year from date of invoice. If during that period you determine that the product is defective you may contact SOHware for a Return Material Authorization (RMA) number to obtain warranty service. If the returned product is determined by SOHware to be defective during the applicable warranty period, SOHware will, at its option and expense, repair or replace the product at no charge to the purchaser, except as defined below.

Extensions to this one year term are available under separate service contract. Replacement products or parts are furnished on an exchange basis and will be either reconditioned or new. All returned products and parts will become the property of SOHware. Any replacement products or parts have a 90-day warranty or the remainder of the initial warranty period whichever is longer.

#### **Software**

Software and documentation are supplied "as is" without warranty, however, the media disks containing the software or documentation are covered by a 90-day warranty that protects the purchaser against failure within that period.

**Return Policy**

All sales are final and are subject to the standard warranty and RMA Return Procedure as described below.

**RMA Return Procedure**

To return a product to SOHware, it is important to obtain an RMA number and include this number in the shipping documentation to insure proper tracking. To receive an RMA number, contact our technical Support staff or your Partner Marketing representative. You will need to have the following information available:

1. Copy of original invoice from SOHware
2. Product model number and serial number
3. Details of your configuration or log files
4. Complete contact information

Return the product to SOHware with prepaid freight, listing the RMA number on the shipping document (bill of lading). If the product's warranty is in effect, SOHware will return a replacement product prepaid, by FedEx Ground service. If another shipping method is desired, SOHware will invoice you for the difference in cost. If the product's warranty is no longer in effect, SOHware will provide a quotation for repair or replacement. There is no obligation by SOHware to refund the cost of a returned product.

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**Interoperability of Solutions**

SOHware does not warranty its recommendations regarding the interoperability of products as a solution package. It is the responsibility of the VAR to qualify a final solution package for its intended purpose within 30 days of receipt. After 30 days, the warranty applies to the performance of individual products only, and does not extend to the interoperability of multiple products deployed as a solution. The VAR shall indemnify SOHware for any and all losses or associated expenses resulting from the bundling of SOHware products.

**Service and Support**

**Free 2<sup>nd</sup> Day Response Email Technical Support**

Email [varsupport@sohware.com](mailto:varsupport@sohware.com)

Fax 408-565-9889

It is our expectation that this business relationship between you and SOHware is mutually successful and rewarding, and we look forward to providing you with the very best service. Please sign below and return to indicate your agreement with the terms and conditions.

**Authorized Partner**

Name/Title \_\_\_\_\_

**Representative**

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_