



***BluWave* crm Reseller Agreement 2022**

Reseller Agreement for BluWave Software

A reseller actively sells **BluWave crm** and also may offer training and implementation services for **BluWave crm**. The agreement is a non-exclusive arrangement authorising the reseller to sell the BluWave software licenses and supporting implementation and training services.

1. Sales Model for BluWave Resellers

- The reseller discount on license fees sold is 30% of the retail price of the BluWave CRM/Service License Fees. The retail price is currently (from 1 Jan 2022) R480 ex VAT per month or R 4800 ex VAT per annum. Licenses fees are debited on the first of each month but received by BluWave 15 days later from our debit order service provider. The commissions would then be due to the Reseller on the last day of the month in which they were received. An annual increase in the retail price of license fees is applied on 1 Jan every year.
- The reseller discount on other BluWave Software products offered is 30% of the profit made by BluWave. These other products carry a supplier license fee so a COST to BluWave Software as they are not completely developed by BluWave Software. BluWave BI is a product we import and white label as BluWave BI. The BluWave Service Mobile Job Card app is developed on a platform that incorporates a platform license fee for each user. These costs usually change once a year in January so will be adjusted when we calculate our new retail prices unless a supplier has an abnormal adjustment. If the customer prepays his license fees for 6 months then the customer only pays for 5 months hence the commission is multiplied by 5. Similarly if the customer prepays for a year then the customer pays for only 10 months so the commission is the monthly amount multiplied by 10. The following table sets out the costs and resultant margin to BluWave as well as your commission amounts:

BluWave Product	2020 Rand Retail Price ex VAT	License Overhead to Overseas Supplier	BluWave Revenue Ex VAT	30% Commission to Reseller ex VAT
BluWave Service Mobile Technician License	R 310	USD 7.20 (Approx 15.5 rand per USD) R 111.60	R 198	R 59.40

- Licenses fees are debited on the first of each month but received by BluWave 15 days later from our debit order service provider. The commissions would then be due to the Reseller on the last day of the month in which they were received. Increases are dictated by our supplier as well as the exchange rate on these products.
- Thereafter the commissions are payable to the “Reseller” as recurring revenue for as long as “Reseller” is a registered Reseller (See Cancellation of Reseller Registration) and the customer continues pay the license fees.
- Registered Resellers may offer training and implementation services to their customers. BluWave Software offers training and implementation services and will publish recommended retail prices for these on our website. The Reseller may however design his own services and retail prices therefore.
- BluWave offers various implementation and training “packages” structured around the number of users. They are affordable from 1 user upwards. Details of one of these “packages” are set out below. For customers whom have teams of 4 to 7 sales staff we offer the following training and implementation service at approx. R27 550 ex VAT:
 - Project Planning Meeting 3 Hours
 - System Configuration Meeting 4 Hours
 - User Training 3 hour course onsite (6 users max)
 - User Training 2 hour course onsite (6 users max)

- Management Review 3 Hours
- Reseller may also sell BluWave Software’s training and implementation services in which case a reseller discount of 20% applies. The reseller may also sell his own services for implementation and training. We make our training and set up materials available to the reseller to support the reseller in doing this. The reseller may set his own rates for the implementation and training services he offers.
- Affiliate commission: if preferred, the reseller may refer potential clients to BluWave Software and request that BluWave Software engage with the customer and conclude the sale. In this case we will offer the reseller an affiliate commission only, when the customer pays, equivalent to the first month’s license fees from the first order. No on-going commissions will be due and no commission is paid on the implementation and training services. Payment will be made to the affiliate once payment is received from the customer.

2. Initial Setup & Training of Reseller and his Sales Team for Reseller’s Own System & Use thereof

Software

BluWave Software will provide free *BluWave crm* licenses to the sales team and the managers of the sales team at the Reseller. In addition any internal sales staff and sales support staff whom interact with the Reseller customers may also have free licenses. We request you make a written request for each person supplying their names, email addresses and job function. A free on-site sales training session is offered to the reseller and the supporting sales presentation is also made available to the reseller.

Reseller’s own System Set up & Training at a Minimal Fee

BluWave Software will offer the following set up and training for the Reseller’s own BluWave CRM solution at a fee of R 6 730 ex VAT. Implementation assistance including your own system set up and training on Zoom as follows:

- A private system set up meeting of 3 hours to configure your own BluWave CRM system online via Zoom.
- The 6-hour public user training 3 x 2-hour courses online via Zoom.

3. Implementation & Training Materials

We can provide currently the following training & implementation documents and supporting training materials in electronic format. The Reseller will be required to print and supply these for the training and implementation services the Reseller sells.

- User Training Materials – these can be printed black and white. We bind them with a slide binder, backing board and plastic cover. Evaluation form at the back. About 50 Pages. An electronic copy can be supplied but the printing and binding would need to be done by the reseller. There are in addition several other course documents available on our learning centre for which we can supply electronic copies.
- Planning Document
- System Set up doc – detailing all items to be set up in the set up meeting.
- As additional modules are developed for BluWave you will be supplied with related training document.

4. Logistics

- BluWave can make sales and marketing collateral available to Resellers via our website: brochures, order forms, presentation file, user lists.
- The Reseller can sign his prospects on for 30 day free trials – insert Reseller’s email address into sign up form to prevent us making a sales approach – or email BluWave to identify lead to us.

- All license orders to be completed by the customer on the BluWave Software order Forms. Monthly license fees require a debit order authorisation – this is part of the order form. Prepaid licenses for 6 or 12 months do not require a debit order – different order form. The client is required to prepay in order to prevent disconnection of the service.
- Additional services sold by Reseller should be billed by the Reseller.

5. Reseller Sales Staff & Areas

The Reseller may recruit sales staff anywhere in South Africa. Reseller may sell *BluWave crm* anywhere within South Africa.

6. On-going Reseller Agreement

BluWave Software reserves the right to vary the terms of the Reseller agreement from time to time. The Reseller will have the option to accept the new terms and to cancel the agreement if there are material changes in the terms that are not acceptable to the Reseller. In particular it is envisaged that we would require the Reseller to employ a “certified” training and implementation person. There will probably be annual training costs related to this on-going certification program.

7. Sales Quota in order to maintain Reseller registration.

For the first 6 months of the Reseller agreement there is no specific sales quota. Thereafter in order to maintain the Reseller status, we would require the Reseller to sell at least 4 licenses in a 6 month period.

8. Cancellation of Reseller Agreement

If this quota of 4 new licenses in 6 months is not maintained, then BluWave Software reserves the right to give one month’s notice of cancellation of the reseller agreement. The Reseller may give one month’s notice of cancellation of the reseller agreement at any time.

If the reseller company ceases to operate or is placed under liquidation then BluWave Software reserves the right to give one month’s notice of cancellation of the Reseller agreement

The recurring revenue from license fees sold by the Reseller would continue to be paid for another 3 months after the cancellation date of the Reseller agreement.

9. Please initial each page above and sign your acceptance of the Reseller Agreement below.

Please initial each page above and sign below.

I confirm that I am authorised to sign the Reseller Agreement. I accept the Reseller agreement as set out in this document.

Accepted for Company Name: _____

By Name: _____

Signature: _____ at Place: _____

On Date: ____/____/____

Accepted for BluWave Software CC

By Name: _____

Signature: _____ at Place: _____

On Date: ____/____/____ Please can each signatory also initial all the pages except this one.



ADDENDUM TO AGREEMENT

**LICENSE ACCEPTANCE FORM
(for Resellers Free BluWave CRM/Service Licenses)**

Number of BluWave CRM/Service licenses required by Reseller at this time.	
Please include a list of the users names here:	

System Administrator Contact Details (Usually your Sales Manager)	
This person will control your “active users” on BluWave CRM and will be responsible for changing the system set up and configuration. (You can later also authorise additional users but we need the first user in order to activate your account)	
Contact Person	
Job Title	
Telephone No	
Cell Number	
Email Address	

Acceptance of Terms of Service

Please review the BluWave CRM Terms of Service document and confirm your acceptance thereof.

This is to confirm that I have read and I accept the “BluWave CRM Terms of Service” and that I am authorised to bind my organisation in this agreement.

Please read the license terms, please click on the “Subscription Agreement” link that you will find on the bottom right of log in page for BluWave CRM at www.bluwavecrm.co.za

Signature _____ Date ____/____/____

Name _____ Place _____