

EPESI PARTNERSHIP PROGRAM [EPP]

(Terms & conditions)

Program Description

Epesi Partnership Program [EPP] was created by Telaxus LLC for third party individuals and companies offering or willing to offer services related to Epesi CRM software in areas of (but not limited to):

- Software Development
- Customization
- Translation
- Marketing
- Resale
- Technical Support
- Hosting

A third party must register with Telaxus LLC, intellectual property owner of Epesi CRM, in order to gain access to Program Benefits. The scope and terms of this partnership is outlined below.

Program Requirements

To participate in the program a Partner needs to:

- Register with Telaxus LLC
- Setup a dedicated web page (or pages) with a permanent backlink describing scope of offered services. This will be a landing page for a backlink from your listing in our Partners Network Directory
- This page (pages) must contain a clearly visible Epesi CRM logo with a link to the main site <http://epe.si>
- The description must contain the following disclaimers:

- Epesi CRM is developed and copyrighted by Telaxus LLC
- Full text of MIT License Terms
- Notice that you are a registered in Epesi Partnership Program
- Legal notice that your services are offered independently from Telaxus LLC

A Partner needs to demonstrate a willingness and ability to provide desired services. Depending on type of services offered a partner should be familiar with:

- Setup and configuration of HTTP server with PHP support
- Setup and configuration of MySQL or PostgreSQL database server
- .htaccess file configuration (or equivalent)
- Setup and configuration of Epesi CRM
- Setup an automated backup of Epesi CRM application, data and the database
- Recovery of application, data and database in case of any failure
- PHP, SQL, HTML and CSS development

Partners are not obligated but encouraged to register and participate actively on Epesi support forum.

Program Benefits

Partners registered with Telaxus LLC will receive the following benefits:

- Listing in Epesi Partners Network Directory with short description of services offered and a link to Partner's website (dedicated to Epesi CRM services)
- Priority Technical Support for Partners (e-mail, phone, Skype, remote access etc.) (Please note that this is not a free and unlimited Premium Support)
- 50% NRF (Not For Resale) discount on Commercial Premium modules used for Partner's internal purpose
- 25% resale discount on Commercial Premium modules installed by Partners on customer's own Epesi CRM instance
- License tracking – Partners will have access to Epesi Store Server (ESS) portal which keeps track of registered Epesi CRM instances, purchased modules etc.
- Distribution of Epesi modules developed by a Partner via Epesi Store – only 15% fee of sale.

Program Cost

Participation in the program is free of charge for qualified individuals or companies and does not require any signup or periodic membership fees.

Epesi Store

Epesi Store is used to deliver Premium Modules, which extend the basic functionality of Epesi CRM Core package, in a user friendly and automated way. In order to access it Epesi CRM installation must be registered. For more info see: http://www.epesi.org/EPESI_Store

Registration

Upon registration each Epesi CRM instance (with a unique URL) receives a unique Epesi Master License Key. Each additional module purchased or obtained for free from Epesi Store receives its own unique Module License Key which is bound to the main Master Key.

License Tracking

This license tracking will be available to Partners via a portal. It is critical to register each production Epesi CRM instance (your own or your customers') to properly track licenses and in turn credits and payments due to Partners. Failure to register Epesi CRM instances is considered as illegal activity and will result with termination of this agreement and participation in Epesi Partnership Program.

White Label, Private Label and Custom Branding

Many customers try to hide "Epesi" logo, name and MIT copyright notice with Telaxus LLC credits. According to terms of MIT license doing so is illegal. The only legal way to remove any references to "Epesi" and "Telaxus" names is to purchase a White Label premium module. An individual license key must be purchased for each Epesi CRM instance.

For some applications including SaaS deployment a Partner may require Custom Branded product (or Private Label). Please contact us directly as we grant such permissions only on case by case basis and it will be a subject to a separate agreement and licensing fees.

Pricing and Billing

Partner's services are offered independently from products and services of Telaxus LLC. Partner is responsible for pricing, billing own customers for such services and for collecting payments.

Partner must purchase and register Premium Commercial modules via Epesi Store to qualify for any discounts (as described in benefits section).

Telaxus LLC will pay any referral fees owed to Partner for any qualified purchases of Commercial Premium Modules on a monthly basis if the owed balance exceeds \$100.00 (one hundred dollars).

Payments will be made via PayPal, Bitcoin or bank transfer (payments to be reduced in case of any applicable fees for transfers).

Telaxus LLC will provide access to historical records of all purchases linked to Partner's account via Epesi Store Portal.

Legal

EPESI Core CRM License

EPESI Core CRM is Free and Open Source Software (FOSS) and it is released under the MIT License:

EPESI is developed and copyrighted by Telaxus LLC (copyright © 2006-2015 Telaxus LLC).

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

Warranty

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

EPESI Premium Modules Licenses

EPESI Premium Modules require EPESI Core CRM and are released under individual licenses and terms. Please note that Premium modules can be developed by Telaxus LLC or by third party vendors and may be offered as free and with open source license (similar to EPESI Core), or as Commercial products which requires a payment or a fee and are subject to individual licensing agreement.

Please consult appropriate license terms enclosed with the module in question.

Non-disclosure agreement (NDA)

Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties without prior authorization. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any software or other IT solution which embody the other party's Confidential Information and which are provided to the party hereunder.

Relationship of Parties

This Epesi Partnership Program Agreement does not create a joint venture, agency, partnership or alliance between the parties, notwithstanding the use of the terms "Partner" in this EPPA. The agreement only states a partnership based on the principles of independent cooperation between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Telaxus' behalf or in Telaxus' name.

Limitation of Liability

To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Telaxus LLC or its resellers, suppliers be liable to Partners or any person under this agreement or otherwise for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time; or for any incidental, indirect, special or consequential damages, or any and all other similar damages or loss whether arising directly or indirectly out of the agreement or the performance, defective performance, non-performance or delayed performance of Telaxus LLC of any of its obligations in connection with or arising under this agreement even if Telaxus LLC has knowledge of the likelihood of such damages.

Except as limited by applicable law, any liability of Telaxus LLC to Partner hereunder shall be limited to any amounts paid by Partner to Telaxus LLC under this Agreement. To the fullest extent permitted by applicable law, Telaxus LLC disclaims all express and implied warranties with regard to the Epesi Partnership Program and all Telaxus LLC offerings, including warranties of merchantability, satisfactory quality and fitness for a particular purpose. Neither party will be liable for severance payments or other damages or costs of any nature arising from the expiration, termination or change of this Agreement in accordance with its terms.

Indemnification

Partner shall defend, indemnify and hold Telaxus LLC harmless against any loss, damage, claims, liabilities, expenses (including reasonable attorneys' fees and court costs) incurred in connection with claims made or brought against Telaxus LLC by a third party (in connection with EPESI system - entered and/or processed data, incorrect and/or illegal usage of the system that may infringe, misappropriate or violate applicable law with respect to any intellectual property rights of a third party).

Term

This Agreement shall remain in effect until terminated by either party in writing. Termination of the Agreement for any reason shall not affect obligations that have accrued as of the date of termination.

Final clauses

This document constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

This document is subject to change at any time by Telaxus LLC. All registered Partners will be informed about any changes introduced in Epesi Partnership Program in writing.

Telaxus LLC

Date: 09/29/2015