



The Servoy Alliance Network ("SAN") optimizes your investment in the Servoy Development Environment by providing the timely technical information and support necessary to advance your business. Whether you are an in-house; corporate; education-based or independent developer; or trainer, Servoy BV recognizes that you all have a need for technical support, readily accessible product information, and the opportunity to increase your technical skills through interaction with other developers. This is why the Servoy Alliance Network was developed. By joining together, we can ensure the development of better solutions which can help all of us become more successful.

Servoy Alliance Network Application	
This is a pdf form you can fill in in Acrobat Reader	
Application Type	<input type="checkbox"/> Developer <input type="checkbox"/> Partner (subject to Servoy Review)
Contact Name	
Title	
E-mail	
Company Name	
Company Address	
City / State / Postal Code	
Country	
VAT Number	EU customers only
Company Phone Number	Include country code or area code
Company Fax Number	Include country code or area code
Company Web Page (URL)	http://
Number of Servoy users in your company?	
Year Established	Do you have a business license? <input type="checkbox"/> Yes <input type="checkbox"/> No
Number of Employees	

Company Operating Systems in your organization	Windows 2000 __ % Linux __ % Windows XP __ % FreeBSD __ % Windows 95/98/ME __ % HP/UX __ % Windows NT __ % AS/400 __ % Mac - OS X __ % Solaris __ % Unix __ % Other __ %
Payment Details	
Member - USD \$239 per year Developer - USD \$479 per year Trainer - USD \$719 per year Partner (subject to Servoy Review) - USD \$1,799 per year	
We accept Visa and MasterCard	
Card Number:	
Expiration Date:	
Name on Card:	
Credit Card BILLING ADDRESS	
Authorized Signature:	
<p>b Yes</p> <p>Stay informed. We'll keep you up to date with Servoy news, software updates, special offers, and related information from Servoy. If you would rather not receive this information, other than Servoy publications or services to which you have actively subscribed, please uncheck the box.</p> <p>We may provide information about related products and services from other companies. If you would rather not receive this information from other companies, please uncheck the box.</p> <p>You're in control. You have access to your personal information and contact preferences, so you can change them by contacting Servoy Customer Assistance. To learn how Servoy safeguards your personal information, please review the Servoy Privacy Policy.</p>	
<p>Please read and sign the SAN agreement below.</p> <p>Be sure to include the last page of the SAN Agreement along with this page when you Fax your application to: +1 805 624 -4958 (USA) or +31 84 224 2422 (International)</p>	

Please mail two (2) completed copies of this entire document to:

USA:

Servoy USA
 299 West Hillcrest Drive
 Suite 115
 Thousand Oaks, CA 91360

International:

Servoy BV
 De Brand 26
 3823 LJ Amersfoort
 The Netherlands

Servoy Alliance Network Agreement

This Servoy Alliance Network Agreement (the "Agreement") is between you and the Servoy BV entity, subsidiary or branch office that signs this Agreement ("SERVOY"). Your status regarding the Servoy Alliance Network ("SAN") is subject to acceptance by SERVOY and this Agreement will only become effective as of the date it is signed by SERVOY ("Effective Date"). You offer services and/or products relating to SERVOY products, and SERVOY desires to facilitate your efforts by providing certain benefits through the SAN. Therefore, you and SERVOY accept the following terms and conditions.

1 . Appointment. Your application for SAN membership is subject to SERVOY's acceptance, and SERVOY reserves the right, in its sole discretion, to deny membership to any SAN applicant or to reclassify your membership. Upon SERVOY's approval of your SAN application, you are appointed as a nonexclusive, independent member of the Servoy Alliance Network. There are four types of SAN members:

- (1) "Members" include eligible parties desiring SAN information and related benefits as set forth in the SAN Benefits/Requirements Document.
- (2) "Developers" include eligible parties who provide custom solutions, packaged solutions, consulting, instructional training or materials, or other products or services relating to SERVOY products that desire the benefits as set forth in the SAN Benefits/Requirements Document.
- (3) "Trainers" include eligible parties who provide custom or packed instructional training or materials, or other training products or services relating to SERVOY products that desire the benefits as set forth in the SAN Benefits/Requirements Document.
- (4) "Partners" are Developer members who meet the additional criteria set forth in Section 4 below and in the current SAN Partner Level Requirements document.

SERVOY reserves the right to change or discontinue any SERVOY product, service or support, and SERVOY reserves the right to change the SAN categories and criteria SAN program benefits; prices; procedures; qualifications and SERVOY product specification and prices at any time without prior notice. The SAN program may vary in certain countries, and some SAN categories are not available in certain countries. You have submitted to SERVOY the initial fee, application, business references and any other application materials as required by SERVOY. You also agree to undergo proficiency testing (if applicable) and reference verification by SERVOY as part of the application process.

2. Non Disclosure Agreement (NDA). Certain information disclosed by SERVOY, including any information relating to SERVOY's unreleased or beta products, schedules, features, services, proprietary technology, product and marketing plans, finances, personnel, SERVOY business opportunities or any other information identified by SERVOY as confidential is SERVOY "Confidential Information." You must not disclose any Confidential Information to any other person, except for your employees with a legitimate need-to-know provided that they comply with this restriction. You and your employees must not make any disclosure or statement covering the Confidential Information, this Agreement or the subject matter hereof without obtaining SERVOY's prior written consent.

3 . Other Obligations. You agree to conduct yourself and your business in a professional and competent manner that reflects favorably upon yourself, SERVOY, SERVOY products and other SAN members. You will represent SERVOY products fairly in comparison with competitive software. You will comply with all applicable laws and regulations in performing your services with respect to SERVOY products, and you agree to comply with the then-current SAN Benefits/Requirements.

- a) **Fees and Payment .** In consideration of the Benefits provided hereunder, Member shall pay SERVOY the applicable Membership Fee(s). Unless otherwise specifically provided, all prices are in U.S. dollars, FOB Servoy shipping point, and are exclusive of applicable sales, use or value-added taxes or other taxes, import or export fees, duties or tariffs, and any other taxes, duties, or fees of any kind that may be levied in connection with the transactions covered hereby, all of which shall be paid by Member. Fees paid are non-refundable.

4. Requirements for SERVOY Partners. If you are a Partner, at SERVOY's request you agree to undergo at an additional cost to you, an initial proficiency test as part of the application process. In addition, you agree to undergo future proficiency testing by SERVOY (or such third party as SERVOY appoints) at SERVOY's request, at an additional cost to you, as new versions of SERVOY products are made commercially available ("Ongoing Testing"). The purpose of such Ongoing Testing is to ensure the proficiency of the Partner level members, and the schedule and content of such Ongoing Testing will be determined by SERVOY in its sole discretion. In the event that you fail to pass any such Ongoing Testing, you may pay SERVOY (or such third party as SERVOY appoints to conduct the Ongoing Testing) the applicable testing fee and retake the tests. Repeated failure to pass the Ongoing Testing may result in your being moved from the Partner level to the Developer level when and if your membership is renewed. Publishers of training materials about SERVOY products may only be Partners if they enter into an approved co-development agreement with SERVOY.

5 . Requirements for Trainers. Trainers who provide instruction on SERVOY products at their own dedicated training site are classified as Training Centers ("Training Centers"). Trainers who provide instruction on SERVOY products on a for-hire basis, but do not maintain their own dedicated training site are classified as Individual Trainers ("Individual Trainers"). Only trainers that are Developers or Partners must meet the following requirements:

- (a) Training Evaluation. During regular business hours (after giving reasonable notice) SERVOY, or at either party's option, an independent third party reasonably acceptable to both parties, may audit your training facilities and/or attend your training classes for the purpose of confirming your compliance with this Agreement. SERVOY, or such independent third party, may attend (to the extent of available space), free of charge, any of your classes which involve instruction on any SERVOY software product. At SERVOY's request, you will provide a knowledgeable employee to assist in such audit.
- (b) Reports. Upon SERVOY's request, you will provide to SERVOY a written report identifying (i) the number of people you trained in the use of SERVOY products, and (ii) any defects or common problems that your customers have with the SERVOY products.
- (c) Refunds. You agree that under NO CIRCUMSTANCES will SERVOY refund any monies paid.

6. Obligations.

- (a) Member Information. You grant SERVOY the rights to use your company name, background information, company profile and any additional information which you provide to SERVOY ("Member Information") for SERVOY's marketing and/or internal purposes at SERVOY's sole discretion. Pursuant to the E.U. Directive on the Protection of Personal Data and related laws, if applicable, you expressly agree that SERVOY may transmit such data outside European Union countries and use such information for SERVOY marketing (e.g., on the Internet) and internal purposes.
- (b) Materials. Upon SERVOY's request, if you are a Partner or Developer then you agree to provide SERVOY a full working version of your solutions and any related documentation or materials regarding your solutions or services which are related to SERVOY products ("Materials"). SERVOY agrees that it will only use and evaluate your Materials internally at SERVOY. SERVOY will not distribute your Materials to any third parties without your prior written permission, except as follows. In addition to the full version of your Materials, if you provide SERVOY with demonstration versions of your Materials which are identified as such, then SERVOY may freely use, copy and distribute such demonstration versions of your Materials.
- (c) Warranties & Representations. You warrant and represent that the Materials are original to you and/or you have full authority from the owner of the Materials to permit SERVOY to use the Materials as authorized under this Agreement. You further warrant that all of your materials which refer or relate to SERVOY products will not infringe any patents, copyrights, trademarks or trade secrets held by SERVOY or any third party.
- (d) Limitations. SERVOY's receipt and use of the Materials does not impose any duty on SERVOY to endorse or purchase any services or products from you. SERVOY may edit, revise, and correct your Member Information when including it in the Servoy Solutions Guide, and SERVOY makes no warranties or representations regarding the accuracy. SERVOY will have no obligation to return any of the Materials to you. SERVOY may acquire, license, develop, market or distribute software, solutions, templates, services or other materials which are similar to your Materials so long as SERVOY does not infringe any of your copyrights or patents.
- (e) Software. If SERVOY provides you with copies of SERVOY software for evaluation, you agree that all use of such software will be limited to your internal evaluation and subject to the terms and conditions provided by SERVOY with such software.

7 . Member Benefits. As a Servoy Alliance Network member, you will receive certain benefits applicable to your membership level ("Benefits") as set forth in the then-current SAN Benefits/Requirements. SERVOY reserves the right to modify the Benefits from time to time at SERVOY's sole discretion, and in such event SERVOY will notify you via mail or e-mail of the new Benefits. If you are not in default under this Agreement, such benefits may include:

- (a) Partner Web Site. SERVOY may post your Member Information for Partners in an area of the SERVOY web site dedicated to Partners ("SERVOY Partner Web Site"), unless you request in writing not to be included. SERVOY may establish a link from the SERVOY Partner Web Site to your web site at SERVOY's sole discretion.
- (b) Other Servoy Solutions Web Sites. SERVOY may post your Member Information in other areas of the SERVOY web site which feature Servoy Alliance Network members ("Other Web Sites"), unless (i) you are a Member or (ii) you request in writing not to be included. SERVOY may establish a link from the Other Web Sites to your web site at SERVOY's sole discretion.

- (c) Referrals. If you are a Partner or Developer, SERVOY may refer customers to you, unless you request that SERVOY should not refer customers to you. Such referrals will be made at SERVOY's sole discretion.
- (d) Other Co-Marketing Opportunities. SERVOY may provide you with other co-marketing opportunities as such opportunities become available, at SERVOY's sole discretion and as mutually agreed upon between you and SERVOY in writing.

8 . Intellectual Property Rights. Unless expressly permitted by SERVOY, you have no right to copy, modify, sell, license, rent, distribute, or decompile the SERVOY products or other SERVOY materials. You will not remove, alter or obscure any copyright or other proprietary rights notices contained on the SERVOY products or other SERVOY materials. You will not apply any other trademarks, logos or notices to the SERVOY products or materials. You agree to use reasonable efforts to protect SERVOY's proprietary rights and to cooperate in SERVOY's efforts to protect its proprietary rights.

9 . SERVOY Trademarks. SERVOY will provide you with certain SERVOY and SAN trademarks and logos for use by SAN members (collectively, the "SERVOY Trademarks"). You may use the SERVOY Trademarks so long as you only use those SERVOY Trademarks which are designated as appropriate for your membership level. Further, you may use the SERVOY Trademarks only in connection with your advertisement and promotion of your Materials, provided that your Materials are of a standard and quality at least equal to those Materials which you submitted to SERVOY with your Servoy Alliance Network membership application, and adequate to maintain the reputation for services and/or products bearing the SERVOY Trademarks. Your use of the SERVOY Trademarks must be in accordance with SERVOY's then-current trademark policies described in the Trademark Guide included on the SAN Members Only Area of the SERVOY website. As set forth in the Trademark Guide, you may not use any SERVOY Trademarks, including but not limited to the Servoy name, as part of your company name, product name or service name. All use of the SERVOY Trademarks must cease if SERVOY determines, in its sole discretion, that such use conflicts with the applicable SERVOY policy or if your Materials no longer meet SERVOY's quality standards. In such case, SERVOY will notify you and provide you a commercially reasonable period in which to meet SERVOY's standards or cease use of the SERVOY Trademarks. This license to use the SERVOY Trademarks is nonexclusive and nontransferable. SERVOY retains all rights in the SERVOY Trademarks not expressly licensed in this Section and all use of the SERVOY Trademarks by you shall inure to SERVOY's benefit. Following SERVOY's request, you will promptly submit copies of your Materials which contain the SERVOY Trademarks for SERVOY's review.

10. Product and Technical Support Service Ordering. You may place orders for selected SERVOY products and SERVOY technical support services from SERVOY or an assigned SERVOY distributor designated by the local SERVOY office. Any order placed with SERVOY is subject to acceptance by SERVOY. SERVOY may decline any order, in whole or in part, and any order is considered accepted only to the extent it is fulfilled unless SERVOY accepts an order in writing. The applicable product selection, ordering, price, discount, payment, credit, shipment, restocking and other terms vary depending on your membership level and are subject to change at SERVOY's sole discretion. You acknowledge that your use of any software products provided to you by SERVOY will be in accordance with the terms and conditions of the licenses which accompany such software products.

11. Term and Termination. This Agreement commences on the Effective Date and will terminate one (1) year following the Effective Date, unless earlier terminated by either party as set forth below. This Agreement may be renewed on a yearly basis for a subsequent one (1) year term upon the written consent of SERVOY and payment by you of the applicable renewal fee. Neither party may rely on this Agreement being extended or renewed. SERVOY, at its sole discretion, may terminate this Agreement or change your membership level immediately following SERVOY's written notice to you if: (a) you engage in any unlawful business practice, (b) you fail to perform any obligation or violate any restriction contained in this Agreement or the then-current SAN Benefits/Requirements, (c) SERVOY receives complaints from your customers demonstrating that you have not maintained the quality of services required by SERVOY, (d) there is any material change in your ownership or management or your business or assets, (e) you become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law, or (f) you are not a Member and you become a full time employee on another company's payroll. Upon termination, your rights to use the SERVOY Trademarks, as well as any SERVOY software and other materials provided to you in the course of your SAN membership immediately cease, and you agree to promptly return such SERVOY software and other materials, and any copies thereof, to SERVOY. SERVOY may continue to use and distribute the Materials pursuant to Section 6 for one (1) year following termination. NEITHER PARTY WILL BE LIABLE FOR DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. Sections 2, 8, 11, 12, 13, 14, 15 and 16 will survive the termination of this Agreement.

12. Indemnification. You will indemnify, hold harmless and, upon SERVOY's request, defend SERVOY against any claims, liabilities and expenses (including court costs and reasonable attorneys' fees) arising from acts or omissions of you or your employees and agents.

13. Limitation of Liability. SERVOY'S LIABILITY WITH REGARD TO THIS AGREEMENT OR THE SERVOY PRODUCTS WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF SERVOY HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. In no event shall

SERVOY's or its licensors' total liability for all damages, losses, and causes of action (whether in contract, tort, negligence or otherwise) exceed the amount paid by you for the current year's SAN membership fee.

14. Disclaimer of Warranty. OTHER THAN AS SET FORTH IN THE APPLICABLE END-USER LICENSE, SERVOY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SERVOY PRODUCTS, SERVICES AND MATERIALS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

15. Independent Contractors. The relationship between you and SERVOY established by this Agreement is that of independent contractors and nothing contained in this Agreement, including use of the term "Partner," shall be construed to (i) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (ii) allow you to create or assume any obligation on behalf of SERVOY for any purpose whatsoever. You acknowledge that you are an independent contractor without authority to bind SERVOY by contract or otherwise, and neither you nor your employees and agents are agents, employees or partners of SERVOY. All financial obligations associated with your business are your sole responsibility, and all sales and other agreements between you and your customers are your exclusive responsibility.

16. General. This Agreement supersedes all previous agreements and representations on behalf of the parties. This Agreement may not be changed, terminated or amended except in writing. SERVOY's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without SERVOY's prior written approval. If there is an official local representative of SERVOY in the country in where you are located, then the local law in which the representative sits shall govern this Agreement. Otherwise, this Agreement shall be governed by the laws of the Netherlands (Dutch law). If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision. The English language version of this Agreement controls when interpreting this Agreement. Any notice provided hereunder must be in writing and will be deemed given upon the earlier of actual receipt or five (5) days after being sent by first-class mail, return receipt requested, or by overnight carrier to the appropriate address set forth below, as such address may be changed by written notice.

I certify that I am authorized to sign this Agreement, I have the full authority to permit SERVOY to use the Materials as described under this Agreement, and I accept all the terms and conditions of this Agreement.

Company/Agency _____

By(Signature): _____

Printed Name: _____

Title: _____

Date Signed: _____

Address: _____

For Servoy BV:

By(Signature): _____

Printed Name: _____

Title: _____

Date Signed: _____

Effective Date: _____

De Brand 26
3823 LJ Amersfoort
The Netherlands