



## User Agreement Terms and Conditions

### 1.0 Minimal System Requirement

If a user does not respect the minimum system requirements, Dynacom will not be held responsible in any way.

#### Minimal system configuration

Pentium III, 500Mhz, 128MB of RAM, Microsoft Windows 2000 or later, 200MB of disk space (700 MB of disk space for installation), VGA monitor (resolution 1024 X 768 or higher), laser or ink-jet printer, Internet Explorer 6.0 SP1 or later with Internet access.

Configuration with SQL Server (local installation) : Pentium III, 600Mhz or higher, 192MB of RAM, 350 MB of disk space. Microsoft Windows 2000 or later, Super VGA monitor (resolution 1024 X 768 or higher), Internet Explorer 6.0 SP1 or later.

In order to use the Contact Manager, you must have Microsoft Office XP or 2003 and to use the Financial Statement Generator, you must have Microsoft Excel 2000 or higher.

The required configurations mentioned above apply only to the Dynacom software. It is possible that your computer's operating system requires its own minimal configuration.

Any modification to your hardware set up (hard disk, memory card, etc.) will require a new activation of your Dynacom product. Therefore, ensure that these changes are made during Dynacom's business hours, which are from 8:30AM to 5:00PM, Monday to Friday, EST.

### 2.0 Network Environment

A user license is required for each computer on which the software is installed. An additional license is required for each user using the software through Windows Terminal Server. A server license is required for each server location. You may install and activate a copy of the software on a secondary computer (e.g. laptop) for your exclusive use or that of your accountant, provided that this copy is not used in a networked environment. The Dynacom Accounting Deluxe Edition is limited to 6 user licenses, the Gold Edition to 9 user licenses, and the Platinum Edition to 12 user licenses.

### 3.0 Updates and Upgrades

Subscription to an update plan is required to perform payroll calculations. Subscription to an upgrade plan does not include access to payroll calculations.

To benefit from customization (as well as the related technical support), it is highly recommended that you subscribe to an update or upgrade plan because customization is always effected on the latest available versions of Dynacom Accounting.

### 4.0 Online Services

Subscription to a technical support plan is required to benefit from the online services.

### 5.0 Training

A training session is highly recommended after purchase of a new product (including upgrades). The recommended hours of training are an estimate and may differ from the actual number in function of the expressed requirements.

Total payment is due before the training session. A training session cannot be scheduled until total payment is made.

If a participant fails to pay the total amount before the beginning of the training session, the participant hereby authorizes Dynacom to debit the amount due from the credit card Dynacom requires from the participant when reserving.

For private on-site training, a minimum of four (4) hours is required. Travel expenses of \$50 will be charged as well as an additional \$1 for each kilometre of distance traveled outside a 30 kilometre radius of Dynacom's office.

For private training at Dynacom (including that offered over the Internet), a minimum of one (1) hour is required.

If the technical work session requires analysis of the participant's accounting data and this data has not been received by Dynacom by the specified date, the reservation will be considered cancelled and the conditions related to a cancellation, specified later in this document, will apply.

When a client takes possession of a technical object produced for him through a download (database, edit set, custom form, etc.), the object must be accepted "as is". If a client is dissatisfied with the results, he must provide his Dynacom representative in writing (mail, email, fax) with a list of issues within five (5) business days of his receipt of the object.

By signing the estimate, the client agrees to reserve and attend a training session in the month following deposit of the training payment or else the training session will be considered lost without right to reimbursement.



## **6.0 Conversion**

### **6.1 Parallel**

Acquisition of a new software (or upgrade) should always be followed by a period of use in parallel with the old system and the appropriate backup of data. You are responsible if you fail to run a sufficient number of parallel tests before changing to the new system.

### **6.2 Conversion**

Clients converting an old DOS version must first convert their data to Accounting 2000 before moving up to Dynacom Accounting. Due to the obsolescence of the DOS versions, which have not been supported since 2001, and that of Accounting 2000 versions which have not been supported since June 2005, no guarantee is provided concerning the validity of data and/or the ability to restore backups.

The conversion program from Accounting 2000 to Dynacom Accounting purges data and effects accounting modifications in order to allow the client to benefit from the many new functions and also to ensure the integrity of the data in the new product. The conversion program converts only accounting data that does not include custom forms or other settings or customizations chosen by the user. Some adjustments must be made by the user concerning the business process and functioning of the new software.

## **7.0 Technical Support**

Dynacom cannot guarantee the resolution of technical problems that occur in a computing environment outside its control, but will nonetheless respond with diligence and professionalism. Wait and response time from the technical support department is variable and may depend on demand related to the time of year.

Each call may be limited to 30 minutes.

### **7.1 Response time**

Clients waiting on line are given priority and the average delay for callback is four (4) business hours, except for subscribers to an unlimited technical support program with one (1) hour callback and subscribers to the the "Contact 30" program with callback within eight (8) business hours.

The callback time is guaranteed during update periods when the call is logged with a Customer Service representative who will confirm the hour by which a technician will be in contact, one way or another, with the client. In excess of this delay, the time used by the technician, up to a limit of twenty (20) minutes, will be replaced in the client's time bank at the client's request.

The callback time is not guaranteed during periods of absence of personnel, such as vacations and due to circumstances outside the control of Dynacom (extreme weather conditions, etc.).

In the case of messages left by a subscriber, Dynacom will call back. If the subscriber cannot be reached, an email will be sent to the subscriber and Dynacom will consider the request as processed.

### **7.2 Expiration of a technical support program**

The expiration of a technical support program occurs with the first of two possibilities: either the time bank allotment is reduced to zero or the expiration date of the program is reached.

When renewal is effected before expiration, any remaining time in the bank is transferred to the new subscription, except for unlimited support programs. In most cases, two notifications are sent to the client before expiration in order to allow him to renew in time.

### **7.3 Unlimited technical support**

Dynacom reserves the right to grant a maximum of twelve (12) hours/year (720 minutes), as the unlimited technical support program was conceived to respond to a normal degree of use after minimal training upon installation.

Only subscribers to an unlimited technical support program (including authorized partners and developers) with an active time bank at renewal of their unlimited technical support program can benefit from a rebate of approximately thirty-five percent (35%) on renewal of the program.

### **7.4 Contact 30**

This service consists of thirty (30) free minutes of technical support, valid for the thirty (30) days following registration of your software (Basic edition and higher) or its upgrade. This support does not replace the training inherent upon acquiring a new product but serves to complement it.

### **7.5 After-sale service guarantee**

Dynacom's after-sale service guarantee ensures you of access to free support after purchase of any Dynacom product (software, additional module, business forms, etc.) through either a Dynacom representative or directly from the Dynacom Web site. This support, with a value of fifty-nine dollars and ninety-five cents (\$59.95), provides you with the right to one instance of support (maximum of 20 minutes within the five (5) business days following the purchase).



If you already benefit from a technical support program and have less than twenty (20) minutes left in your bank, your bank will be increased to twenty (20) minutes of time and if you have less than five (5) days left to expiration of your time bank, the date will be extended to cover a five (5) day period.

#### **8.0 Partnership Programs (Authorized Partners and Developers)**

The content of the partnership programs and the admission conditions are subject to change at any time with notice.

Notice is sent by email to the email address indicated in the profile of each partner, accessible through the Members section of our Internet site. It is the responsibility of the partner to ensure that the address is kept up to date and valid.

Partnership programs are not available by the month, except for the Silver level. For partners who benefited from a monthly program using bank debit, debits will now be done by credit card. The minimal monthly partnership subscription is one (1) year. After this period of one (1) year, the partner may cancel his subscription at any time. If a subscriber later decides to purchase an annual partnership program, no previously paid monthly amount will be credited.

Certain partnership programs include a training session on subscription. No training is included on renewing a subscription of the program. The training session must be arranged within the sixty (60) days following the initial purchase of the program or it will be cancelled without compensation.

Subscribers to a partnership program agree to be listed on our Web site.

##### **8.1 Gold Level**

Subscribers at the Gold level agree to pass a certification exam in the three (3) months following subscription and, in order to do so, to take all the measures necessary to succeed. In the case of a failure, a subscriber may retake the exam one (1) month after the original test at a cost of \$100 and this may be repeated until meeting the certification requirements. A Gold subscriber who has not yet passed his certification exam is considered as a Silver level and will benefit from all the advantages accorded at that level.

There is no limit to the number of times a subscriber may retake his certification exam. In the case of repeated failures, however, the subscriber may choose to abandon the exam, his subscription to the Gold program will be rescinded without refund, and he will retain his title at a Silver level.

With the release of new products, Dynacom may oblige Gold subscribers to take a new certification exam within the three (3) months following the announcement of the new release to its subscribers. In return, Dynacom may offer an update session, if needed, in order to help its subscribers prepare for the test. The same certification conditions will apply as during initial certification.

#### **9.0 Authorized Partners Program**

The partner hereby certifies that he has all the required qualifications, that he is a professional authorized and recognized to offer paid services to many clients or employers, and that the only motivation for his joining the program is the desire to help other product users by the distribution and sharing of professional information. He recognizes the Dynacom discretionary right to revoke his partnership at any time if Dynacom judges that his behavior, attitude, actions, and/or services harm Dynacom interests. An authorized partner cannot give or sell at discount, to a client or employer, software user licenses that were sold to him by Dynacom.

##### **9.1 Annual Sales Objective and Renewal of Authorized Partner Program**

Dynacom reserves the right to modify the annual sales objective assigned to any program level at any time, with notice.

Partners who reach their annual sales objectives will see their respective programs automatically renewed for free. Renewal includes all the original privileges except software, licenses, and basic training.

In the event that the annual sales objectives are not met, the authorized partner must pay the total of his current program or, without charge, change to a lower level if his achieved sales correspond to the annual sales objectives of that level.

#### **10.0 Authorized Developers Program**

##### **10.1 Revocation of Dynacom Developer status**

Dynacom reserves the right to revoke the developer status to any individual whose behavior, attitude, or actions go against the interests of his clientele or those of Dynacom Technologies.

##### **10.2 Respect of non competition with Dynacom**

A developer may not position himself competitively with Dynacom, meaning to develop add-ons that would be in direct competition with products already offered by Dynacom.

##### **10.3 Complaint management**

If Dynacom receives a complaint from a client regarding the functioning of an add-on, Dynacom agrees to transmit the complaint by email, with acknowledgement of receipt, to the developer concerned. If no response, action, or arrangement



is offered during the following ten (10) business days, Dynacom reserves the right to consider the add-on as abandoned by its developer and to then transfer it to another developer who will then ensure all the necessary support. The developer also recognizes that the transfer does not exonerate the original developer from any sanction decided on by Dynacom concerning the certification level of the developer and does not free the developer from any recourse by his client and does not free the developer from any obligation towards Dynacom at the moment of the transfer of the add-on, including the responsibility to refund to Dynacom any grant or other sums. In addition, Dynacom will be justified, without obligation on its part, to transfer to the new developer all sums of money related to the add-on that was transferred.

#### 10.4 Copyright protection and software piracy

It is expressly forbidden for a client to decompile, modify, alter, or copy part or all of the programming code of an add-on, or to enact piracy on the add-on. In the case where a developer would undertake legal measures against a delinquent client or another developer, the plaintiff developer must avail himself of the legal means at his disposition in function of the laws of his own country. Dynacom will not be involved in any way in litigation of this nature.

To avail himself of this protection, however, the developer must display the add-on on the Dynacom Web site.

#### 10.5 Renewal of a developer program

To benefit from subscription advantages such as unlocking of add-ons and the Internet list of add-ons, the developer must be actively subscribed. In the case of un-subscription, add-ons listed on the Web site will be retired and will no longer be kept. The developer should be sure to keep a copy before expiration of his subscription.

#### 10.6 Technical support

Telephone support included in the developer program covers the use of Dynacom Accounting, excluding the customization module Synergy, Professional edition. Support for this edition of Synergy is provided through the online development forum.

#### 10.7 Services for developers

Free services provided to authorized Dynacom developers, such as tenders, listing of add-ons on the Dynacom Web site, etc. are offered for a limited period of thirty (30) days following the release of Dynacom Accounting version 10 (June 26, 2006) and are afterwards prolonged for an indefinite period, i.e. Dynacom may cease offering these services for free at any time following this initial thirty (30) day period, without notice of any kind.

### 11.0 Affiliated Partners Program

Registration to the Affiliated Partners program is free and effected through the Internet. By adhering to the program, the affiliated partner accepts to positively recommend the download of the Dynacom Accounting Startup edition to visitors to their Web site as well as to those to whom the partner sends emails. To this purpose, he consents to use the tools placed at his disposition in the appropriate section of the Dynacom Web site. The placement of these tools (tools, direct links, etc.) on the partner's Web site or in the partner's email is entirely at the partner's cost.

The partner can, however, install the Startup edition of Dynacom Accounting that is provided to him in computers that he resells, as well as freely distributing it on a CD-ROM that he produces at his own cost and that contains only that software. Dynacom must, however, pre-authorize in writing all forms of software combinations or resale of software.

#### 11.1 Commissions and payments

Sales are commissioned at a rate of twenty percent (20%) for an affiliated partner when a client referred by the affiliated partner makes a purchase.

Sales subject to commission must be made and paid for exclusively through the Dynacom Web site. Only the first purchase of a Dynacom Accounting upgrade is subject to a commission.

For Canadian and American affiliated partners, a commission check will be sent quarterly, forty five (45) days following the end of the quarter, to the address indicated in the affiliated partners file. This file must be kept updated by the partner through the Members section of the Dynacom Web site.

For affiliated partners in other countries, a credit card number will be request by email. If no response is received by Dynacom in the thirty (30) days following the request, Dynacom will consider that the request has been rejected.

Amounts due to Dynacom or any unpaid amount will be deducted from any amount due to the partner.

A monthly email will be sent to each affiliated partner to keep them informed of the results of their marketing (number of downloads in his name and associated sales). The partner must keep his email address updated through the Members section of the Dynacom Web site.

In this regard, Dynacom may periodically request that the partner confirm his contact information by email.

#### 11.2 Responsibility of the partner in regard to the software

Dynacom releases the partner of any responsibility related to functional problems of the software.



### 11.3 Respect of terms and conditions

Dynacom reserves the right to modify these terms and conditions at any time, without notice.

The partner is considered consensual to the terms and condition displayed when installing the software, considering that he recommends or installs the software.

The partner also accepts these terms and conditions displayed when installing the software, even if he does not own any product at the time of his joining the program, given that Dynacom provides him a free Startup edition of Dynacom Accounting for his own use.

### 11.4 Dyn@cces, Web edition

By taking part in the Affiliated Partners program, the partner is automatically subscribed to the Dyn@cces newsletter, Web edition.

## 12.0 Synergy Customization

### 12.1 Synergy

Synergy is the technology that allows customization of Dynacom Accounting to meet specific client needs.

### 12.2 Synergy Standard Edition

Synergy Standard edition is provided free with the Gold and higher editions of Dynacom Accounting.

### 12.3 Synergy Professional Edition

Synergy Professional edition is provided free with the Platinum and higher editions of Dynacom Accounting and optionally with the Gold edition.

### 12.4 Add-ons

Certain authorized developers have the possibility of reselling their Synergy customizations. Dynacom assumes no responsibility for customizations over which Dynacom has no control.

### 12.5 Responsibilities

Add-ons are not created by Dynacom. Dynacom provides you with a network of authorized developers that can meet all your customization needs. Dynacom cannot, however, guarantee the results in any way.

### 12.6 Support

The support of add-ons, the provision of unlocking keys, the compatibility between versions of Dynacom Accounting, and demonstrations are all the responsibility of the developers who created them. In the event of no cooperation on the part of the developer, the client can refer to the procedure described in paragraph 10.3 of this document.

## 13.0 Performance Grant Development Program of \$100,000

### 13.1 Participant status

The program is intended for all levels of developers, whether current Dynacom developers or those who are not yet part of a Dynacom developer program. Once registered with the program, current Dynacom developers will preserve their actual title (Bronze, Silver, or Gold) while new developers will automatically become Bronze level developers and must conform to the rules specific to that level.

### 13.2 Approval of a development project

In order to receive a grant, each development project must have been submitted to Dynacom through the Internet form for this purpose and have been approved by Dynacom.

### 13.3 Grant reimbursement

Each add-on sale by a developer contributes to the reimbursement of the Dynacom grant that was offered in this program. As long as sales do not achieve the amount initially granted, the difference remains a grant, meaning that if sales never reach the grant total, the developer will not be obliged to reimburse the difference.

### 13.4 Copyright

Until such time as the initial grant is fully reimbursed, Dynacom is the owner of the add-on. The name displayed on the Dynacom Web site is, however, that of the original developer of the add-on. When the grant has been fully reimbursed, Dynacom retrocedes to the developer all intellectual property and rights to the add-on.

### 13.5 Support

In the meantime, the developer must ensure technical support of the add-on. He can, however, charge his clients support fees at his discretion but, in such a case, this must be clearly indicated in his developer file on the Dynacom Web site in the place provided for this purpose. If the developer does not provide the technical support required, Dynacom may apply in part or in full the measures described in article 10.3 of this document.



### 13.6 Compatibility

The developer can not only sell his add-on by user license but can also charge fees for the add-on's update in order to keep it compatible with new versions of Dynacom Accounting.

### 13.7 Deadlines

A deadline will be established for each development project. The delay required for the development of an add-on will be determined by the participant with the approval of Dynacom. By deadline, Dynacom understands this to be the delay required before Dynacom can expect to receive the completed add-on.

If both parties cannot agree on a reasonable delay, Dynacom reserves the right to refuse the project.

The delay allowed before deadline starts with the reception of the email informing the participant that his project has been accepted.

#### 13.7.1 Deadlines for complex projects

Complex projects should be broken down into multiple deliverables, each one an add-on in itself. At the final deadline, the group of add-ons may be reunited in a single complete add-on and offered for sale at a price less than the sum of the individual add-ons of which it is composed. This will provide an additional possibility of return on investment. Unless otherwise indicated, Dynacom is not interested in large projects created as a single unit.

#### 13.7.2 Modifications after establishing a deadline

Modifications or improvements that do not in any way affect the initial goal of an add-on can be made even after the project and its deadline are established. Modifications that will affect the initial purpose of the add-on could, however, put acceptance of the add-on in question and result in cancellation of the grant. Major modifications should rather be submitted as a new « improved » add-on project.

A participant may, however, decide to abandon a project in order to devote their time to another accepted project.

### 13.8 Calculation and payment of the amount of the grant

Within its performance grant program for the development of add-ons, Dynacom accords each retained participant an amount X for the development of add-ons compatible with the Dynacom applications.

Once the add-on is complete, the participant must offer it for sale on the Dynacom Web site.

#### 13.8.1 A development grant

The early sales of each add-on will be used to reimburse Dynacom up to the amount of the grant that was provided. When the full amount has been reimbursed, future sales of the add-on will go to the developer who created it. In this event, we can view the grant sum as an advance payment for development of the add-on.

For example, if Dynacom grants \$100 to a participant for the development of an add-on and, once completed, the add-on is offered for sale at \$25, the amount of the first 4 sales of the add-on will go to Dynacom to reimburse the financial grant that was accorded to the developer. Starting with the 5th sale, all profits will be given solely to the developer.

#### 13.8.2 A development grant

On the other hand, if the number of sales of an add-on is not sufficient to totally reimburse the development grant that was accorded, the participant is not obliged to reimburse the amount of the grant he was given by Dynacom. In this event, we can view the grant as a development sum.

#### 13.8.3 The calculation of the grant amount

Calculation of the amount granted by Dynacom is governed primarily by the number of hours Dynacom estimates as reasonable to complete the work, boosted by a certain number of extra hours to counteract the relative inexperience of the developer; the total being calculated at a competitive hourly rate.

#### 13.8.4 Payment of the grant amount

Payment of the approved amount will be made after delivery and Dynacom evaluation of the add-on.

### 13.9 Technical support of participants

The technical support methods offered by Dynacom are available in function of the developer level of the participants. For example, a Silver level developer that participates in the program will have the advantage of obtaining telephone support and of having received previous training. Bronze level developers have access to free support resources that are managed directly by the internal Dynacom development team (forum, blog, etc.). Delays can sometimes occur and the value of responses to questions will be in function of the level of detail provided in the question.

To know what level of technical support is available for each Dynacom developer level, consult the Dynacom Web site under Partners/Developers.

### 13.10 Participant training



As with technical support, training offered varies in relation to the developer levels of the participants.

The first hours of training are generally provided by the Technical support team through the Internet. For developers at the Gold level who benefit from additional hours, a member of the development team can also participate in the training in order to clarify more technical issues.

Free training is also available in the form of video presentations that illustrate the steps used in creating a Dynacom CRM add-on. In addition the Dynacom CRM add-on is available along with its source code in order to provide developers not only with explanations but also the concrete example that goes with them.

#### 13.11 Technical support and help resources related to an add-on

When an add-on has been completed and listed on the Dynacom Web site, it is up to the developer who created it to offer the support required for its functioning and to define the form of support to be offered.

It is the responsibility of the developer to ensure that his add-on is always compatible with the latest available version of Dynacom products. In this regard, developers at the Gold level have the possibility of selling their customers an annual update program.

Developers who do not wish to support a new version of a Dynacom product must remove their add-ons from the Internet list. They thereby consent to retroceding their right concerning the add-on to Dynacom, which will act as described in section 10.3 of this document.

#### 13.12 Marketing and sales management of an add-on

Marketing of an add-on is free for the developer for an indeterminate period. The developer can list his add-on on the Dynacom Web site for as much time as he wishes, with the condition that add-ons with grants that have not been completely refunded must remain on the Dynacom Web site and the developer must continue to provide the necessary support.

Developers of Silver and Gold level also have the possibility of selling multiple-user licenses to clients who use their add-ons in a networked environment.

The participant must display his add-on on the Dynacom Web site himself and a delay, varying in function of the developer's level, is applied before the add-on is offered to the Dynacom clientele.

Sales receipt must be done using the tools offered by Dynacom in order to generate unlocking keys to the client. Each unlocking key generated will result in costs charged to the developer, in function of his level. The difference between the price charged to the customer and the developer's unlocking fees will be provided to the developer through a PayPal account. Developers do not have to obtain a Visa or MasterCard account in order to sell to customers.

#### 13.13 Reimbursement of the initial grant accorded by Dynacom

The reimbursement of the initial grant amount accorded by Dynacom will be handled automatically during the sale of the add-ons.

#### 13.14 Oversight rights

Dynacom reserves the right to remove, without notice, from its Web site any add-on that contains a prejudicial bug or any add-on that could damage the reputation of its products.

#### 13.15 Contest

In parallel with the performance grant program, Dynacom is organizing a contest to reward the ten (10) best add-on development projects.

The ten (10) winners, who will be awarded a free annual membership as a Dynacom Gold Developer, will receive their prizes at the annual Dynacom seminar of 2008. Winners will be contacted by email one (1) month in advance.

The period of the contest is from March 1, 2007 through December 31, 2007. Only projects completed by December 31, 2007 will be eligible for the contest.

### 14.0 Virtual Distribution Center

The cost of becoming a virtual distribution center will vary in function of the regions covered and the demand, being fixed by a bidding mechanism on our Web site. The period of time before renewal will be agreed upon between the center and Dynacom. The excess amount between the investment and the commissions earned will be given to the distributor by check. The amount equivalent to the initial investment, however, is given to the distributor in the form of discount coupons applicable on future purchases.

At any time, Dynacom can discharge a virtual distribution center that contravenes its agreement. Dynacom will not exercise any control over the efforts of the virtual distribution center to develop its market. The virtual distribution center, for its part, will not have any regard on direct sales by Dynacom within the market region it has been awarded.



Dynacom reserves the right to review at any time the setup of the available geographic regions that can be offered in exclusivity to virtual distribution centers.

The Internet tools for the registration of these sales will be developed by Dynacom.

#### **15.0 Limited warranty**

The software and the documentation that accompanies it (including usage guidelines) are provided "as is", without any warranty. Dynacom Technologies provides no guarantee and makes no statement regarding the use of the software or the results of its use or of the documentation as far as their accuracy, reliability, currency, or other. The license holder assumes any risks pertaining to the results and performance of the software. In the case of faulty software or documentation, it is the license holder and not Dynacom Technologies Inc., its dealers, distributors, agents, or employees that will bear any expenses required to repair or correct the problem. By installing the software, you automatically agree to all these terms.

#### **16.0 Purchases and end of rental**

##### **16.1 Purchase in the case of rental**

In the event of purchase of user and server licenses, the monthly rental fees related to these licenses will be credited for up to six (6) months of rental.

##### **16.2 Termination of rental**

When a rental is terminated, the data of the software are accessible in read mode only.

#### **17.0 Purchase, length and end of financing terms**

##### **17.1 Purchase before end of financing terms**

Purchase of a software license is possible at any time before the end of the financing terms. Dynacom will credit the purchase price of the software license to the amount of capital invested, from which will previously be subtracted the amount for annual services calculated pro rata by their use.

##### **17.2 Interest rate length of the financing program**

The available financing terms vary between one (1) and four (4) years. The annual interest rate is nineteen and ninety-nine hundredths percent (19.99%).

##### **17.3 Termination of the financing term**

At the end of the financing term, the software user license can be acquired for the sum of one dollar (\$1).

##### **17.4 Cessation of payment before the end of financing terms**

Cessation of payment before the end of the financing terms will have the consequence of rendering the software data accessible in read mode only. All user rights will revert to Dynacom.

Reactivation of the financing program after cessation of payments before the end of term will include administrative fees of twenty five dollars (\$25) + applicable taxes.

##### **17.5 Dynacom Accounting Basic, Deluxe, and Gold editions**

The Basic, Deluxe, and Gold editions of Dynacom Accounting are not eligible for Dynacom's financing program nor for the rental program or any connected options and services (direct deposit, update program, etc.)

#### **18.0 Dynacom Accounting Platinum and Enterprise SQL editions**

Only license owners having directly purchased through Dynacom without the use of intermediaries and who have effected a complete and Dynacom-approved analysis of their needs before purchase can avail themselves of a potential refund. Clients having purchased the software through a reseller must refer to the policies of the reseller.

For installations of large size, Dynacom suggests purchase through a Gold level authorized partner who will be able to offer complete and personalized service. Dynacom takes measures to evaluate the competence of its Gold partners but cannot, however, guarantee the results of the relationship between a Gold authorized partner and his clients because authorized partners are distinct entities over which Dynacom has no control other than the certification process conducted in good faith.

Owners of a version that is older than the last version and who wish to subscribe to an update program including payroll or obtain the current version must pay the cost of the update program for each unpaid year, up to the value of the software edition price, including additional licenses, plus the cost of subscription to the update program for the current year.

#### **19.0 Beta Software**

A Beta version is not a final version of a product and, in consequence, can contain errors, bugs, and other problems that could cause loss of data or failures of the operating system. As a result, the Beta version is provided "as is" and Dynacom absolves itself of any warranty or obligation of reliability in regards of the Beta version. All risks involving the results and



performance of the Beta version are taken by the user. In the event of damage or loss of financial data caused by the Beta version, it is the user and not Dynacom Technologies Inc., its distributors, representative, or employees who will take responsibility for the costs involved in the troubleshooting, repair, or correction of these problems.

The user agrees to regularly report his impressions of the product as well as to keep us informed of all problems that might be encountered with the Beta version. An early release is also considered to be a Beta version.

## **20.0 Return and cancellation policy**

### **20.1 Return**

After completing and signing the « Request for credit » form, the user must return the form to Dynacom with the software and the original invoice within sixty (60) days following the purchase date in order to obtain a reimbursement that does not include shipping and handling costs. Administrative fees of twenty-five dollars (\$25) will be deducted. In addition, the method of refund is at the discretion of Dynacom. Expect a delay of between four and eight (4 to 8) weeks for refund or credit.

In the case of product purchases effected through the Dynacom Internet site, the « Request for credit » form must be sent within thirty (30) days following the purchase date. Administrative fees equal to twenty percent (20%) of the purchase price will be applied.

Clients who benefited from a free data conversion (value of two-hundred and eighty-five dollars (\$285)) upon buying their Dynacom product cannot take advantage of this refund offer.

### **20.2 Cancellation**

**20.2.1 Services (Technical support - Updates)** After completing and signing the « Request for credit » form, the user must return the form to Dynacom, accompanied by the original invoice, within the thirty (30) days following the purchase date in order to obtain a credit, calculated pro rata, for the remaining period of time. Administrative charges of twenty-five dollars (\$25) will be deducted.

**20.2.2 Training** – The estimated number of hours will be charged as of the reservation. Unless otherwise stipulated in this document, if the participant cancels a training session more than three (3) business days before the starting date of the course, Dynacom will not refund the training cost but will apply the equivalent number of hours of technical support, except for group training which will be credited at half time. If the participant cancels his reservation for a training session within three (3) business days before the starting date of the course, one hour of training will be invoiced or Dynacom will accept substitution of the participant without charge. A participant who cancels his reservation on the same day as the training starts will be invoiced for the total training charge. Cancellations must be in writing (email or fax). If, however, the participant feels that the training objectives have not been met, he may express his dissatisfaction within five (5) days following the training and can retake a training session (limited to three (3) hours on the same subject) at the Dynacom offices or at another group training session, without additional charge.

**20.2.3 Business forms** – The client must inform Dynacom of changes to be made in order to make the product identical to the approved proof within five (5) days following the delivery of the forms. Upon reception of the unused product, the new proof, and the signed estimate, Dynacom will reprint a quantity equal to the unused portion at no cost. When special printing effects have been necessary, re-printing fees may be applied.

**20.2.4 ACP checks** – In the case of checks printed by Dynacom before implementation of the new ACP standard that have not been used and that are not compatible with the ACP specifications, Dynacom will reprint an equivalent quantity the next time the client orders a quantity equal or greater than the number of checks to be reprinted.

## **21.0 Twenty dollar rebate to current users and users of competitive products**

Dynacom offers a twenty dollar (\$20) rebate to current users of its products or competitive products on reception of the purchase invoice of the competitive product or the previous version of one of its products along with the rebate coupon included in the boxed product purchased in a store. When claiming the rebate on a previous Dynacom product, the serial number of the software must be included. The method of refund is at the discretion of Dynacom. Expect a delay of four to eight (4 to 8) weeks.

## **22.0 Offer of a free computer or computer peripheral on purchase of a Dynacom Accounting upgrade**

The characteristics of the computer equipment may vary. The warranty is offered by the manufacturer. Additional transport fees may apply. A delay may occur between the purchase of the computer and product reception. This offer is not subject to any refund. This offer cannot be applied to Dynacom financing programs or product and service rental. The offer does not apply to promotional pricing.

## **23.0 Fidelity points and reference programs**

This program is no longer in effect. It has been replaced by the affiliated partners program.

## **24.0 Special offer to new holders of the Premia MasterCard Business card**

The free software offered to new holders of the Premia MasterCard Business card of the National Bank is the Startup edition of Dynacom Accounting, available only by download from our Web site.



The software cannot be exchanged for its equivalent value in money.

The ten percent (10%) discount agreed to by Dynacom on request of the client applies to all products sold at the suggested retail price, except those products destined for resale. To benefit from the discount, the client must enter his Premia MasterCard Business card number, request the discount, and apply his signature to the estimate produced by a Customer Service representative.

This ten percent (10%) discount cannot be added to any other current or future promotion.

Dynacom reserves the right to modify at any time the conditions provided to new holders of the Premia MasterCard Business card of the National Bank.

#### **25.0 Crediting additional licenses when migrating editions (Platinum and higher)**

Clients owning a Dynacom product with additional user licenses who wish to migrate to a higher edition of their product will have their licenses credited as follows:

- migration less than six (6) months from the purchase date of the product, licenses credited at one hundred percent (100%)
- migration between six (6) and twelve (12) months from the purchase date of the product, licenses credited at fifty percent (50%)
- migration between twelve (12) and eighteen (18) months from the purchase date of the product, licenses credited at twenty-five percent (25%)
- migration more than eighteen (18) months from the purchase date of the product, licenses are not credited at all.

#### **26.0 Dynacom Accounting Startup Edition**

The Startup edition, valued at eighty-nine dollars and ninety-five cents (\$89.95), is free and its use without time limit or transaction-quantity limit and without invasive publicity. Periodically, however, the client must download a new free update and reactive the product as follows obligatory registration, within thirty (30) days following installation.

To use the software, the user must supply a valid email address when registering in order to obtain the product and activation codes. If this email address changes, he must record the change in the Members section of our Web site, to which he obtains access after registering his product, in order to receive future activation codes as will be occasionally necessary for updates.

An Internet connection is obligatory in order to obtain activation codes, perform the obligatory registration, and download revisions.

Only the software is free. Subscription to an annual update program required for payroll calculation or to technical support programs are not included free.

The Startup edition of Dynacom Accounting and six (6) months subscription to an annual update program are offered free for a limited period of thirty (30) days following the release of version 10 of Dynacom Accounting (June 26, 2006) and will afterwards be prolonged for an indefinite period, i.e. Dynacom may cease offering this product and services for free at any time following this initial thirty (30) day period without notice of any kind.

#### **27.0 Purchases through the Web site [www.dynacom.com](http://www.dynacom.com)**

Products and services purchased through the shopping basket on the Dynacom Internet site ([www.dynacom.com](http://www.dynacom.com)) will replace or modify the current products and services of the buyer. This condition applies to software, user licenses, and update programs, as apply.

##### **27.1 Use of Dynacom discount coupons**

Dynacom coupons issued for discounts on Internet purchases of products or services may be used only by the client to whom they were issued. A coupon may be used only once. Only one coupon may be used for a single purchase. The client must provide the coupon code in the appropriate area of the shopping basket before completing the purchase. Coupons may not be used for purchase by any other means than through the Dynacom Web site.

#### **28.0 Free support offered by Dynacom**

##### **28.1 Rules of use**

The free support resources provided by Dynacom are offered for the sole purpose of ensuring that users of Dynacom Accounting versions 10 and higher have the most satisfying experience possible with the installation and use of their Dynacom software.

Dynacom reserves the right to deactivate access to free support to clients who fail to respect either the programs or other clients.



Dynacom cannot guarantee uninterrupted access to its Web site due to maintenance needs or circumstances outside its control.

Free support is offered for a period limited to thirty (30) days after the release of version 10 of Dynacom Accounting (June 26, 2006) and will afterwards be prolonged for an indefinite period, i.e. Dynacom may cease offering these services for free at any time following this initial thirty (30) day period, without notice of any kind.

#### 28.2 Forum

Given that questions on the forum are posed by and responded to by clients, Dynacom cannot guarantee that all questions will be responded to or that the answers to questions will necessarily be valid.

#### 28.3 Knowledge base and diagnostic tool

The knowledge base and the diagnostic tool are designed to answer questions of a general nature and commonly encountered problems but are not a substitute for either training or a technical support plan when concerning more specific questions.

You may, however, pose questions through the Members section of [www.dynacom.com](http://www.dynacom.com) or in the diagnostic tool and a report will be sent to us, allowing us to enrich the knowledge base and increase the coverage offered by the diagnostic tool.

The answers to these questions are dealt with voluntarily by the Dynacom technical team when all questions from clients subscribed to a technical support program have been answered.

A client who has already communicated with Dynacom and is waiting a response may not submit additional questions through these free forms. He must ask one question at a time or use our technical support.

Not being priority, the answers to free support questions are provided only by email and at a rate that will vary according to the demand. In general, they will be answered within seventy-two (72) hours (excluding legal holidays and weekends). It is the responsibility of the client to keep his email address current in his file, through the Members section of our Web site. For specific or urgent questions, use of the technical support programs is recommended.

#### 28.4 Diagnostic tool

Free support provided for installation is subject to certain rules: a) The client must install and use the diagnostic tool integrated with Dynacom Accounting versions 10; b) The client must send, by email or fax, the report generated by the diagnostic tool; c) This support is reserved for installation and the software is considered successfully installed when the diagnostic shows no error; d) Free support can be obtained through other resources provided to our clients.

#### 28.5 Blog

The blog offers periodic information about customized development using Synergy.

### 29.0 Obsolescence Policy

Technical support is offered only for the current version and its preceding version. A new version of Dynacom Accounting is generally released annually, effectively putting end to the technical support of the oldest supported version, no matter what support program the client is subscribed to.

As for updates of tax tables, these are usually effected only in the current version of the software. On release of a new version, a final update of the tax tables is produced for the version it replaces in order to allow clients subscribed to an update program time to effect the change to the latest software version. At Dynacom's discretion, however, evaluating the importance of the modifications to be done, clients of corporative editions (Platinum and Enterprise SQL) may benefit from an additional tax table update because their process of migrating to the new version is longer.

### 30.0 Job Center

Post a job or apply to one through the job center services, offered free for a limited period of thirty (30) days following the release of Dynacom Accounting version 10 (June 26, 2006) and afterwards prolonged for an indefinite period, i.e. Dynacom may cease offering this service for free at any time following this initial thirty (30) day period without notice of any kind.

### 31.0 Jurisdiction and Miscellaneous Provisions

The call center as well as the Web site being located in the Province of Quebec, this agreement entitled «Terms and Conditions of Use» is made in the Province of Quebec, Canada and its validity as well as its construction are governed by the laws in force in the province of Quebec and the laws of Canada applicable therein. Any claim or petition before a Court shall be filed in the District of Laval, province of Quebec, Canada.

Any provision herein declared null or illegal by a competent Court shall be deemed severed from the remainder hereof. The invalidity of such provision shall not affect the validity of the other provisions which shall apply as amended, where applicable.



The provisions herein are binding upon the parties and their respective administrators and assigns to the benefit of whom they are deemed to be made.

The provisions herein and the related rights and interests may not be assigned, directly or indirectly, in whole or in part, without the prior written consent of Dynacom.

Any notice required hereunder shall be given by e-mail in accordance with the information supplied to Dynacom. It is your responsibility to update this information from time to time.

Where Dynacom does not avail itself of any right or recourse provided for herein, it shall insofar not be construed as a waiver by Dynacom of any rights and recourses hereunder.

Time is of the essence in the foregoing. You acknowledge it is essential to the efficient and professional operation required by the users of Dynacom's software and related add-ons as well as to the proper management of the rights stated herein.

### **32.0 SQL Server Express edition**

The SQL Server Express edition database is available only with the Deluxe, Gold, Gold-Accountant, Gold-Construction, Gold-Point of Sale, Gold-CRM, and Platinum editions of Dynacom Accounting. The capacity of the SQL Server Express edition database is limited to 1GB. The conditions of use and other capacities of the SQL Server Express edition are dictated by Microsoft Corporation.

### **33.0 Changes to the Terms and Conditions**

The terms and conditions herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall prevail over any prior agreements to the same effect. Dynacom hereby reserves the right to amend the same at any time at its sole discretion, without prior notice or any liability whatsoever. You agree to be bound by such terms and conditions as amended from time to time. To keep posted on future changes, you should regularly refer to the most current version of the terms and conditions available in the Members section of [www.dynacom.com](http://www.dynacom.com).

### **34.0 Disclaimer and indemnification**

Dynacom, as well as any third party giving access to its software and the related accessories, disclaim any liability for damages that may result from the use of its software or add-ons, which are supplied «AS IS» and without any warranty, other than as specified for herein.

Dynacom specifically and expressly disclaims any warranty, whether implied, statutory, express or tacit, including on merchantability, fitness for a particular purpose, title and non-infringement of proprietary rights, security, reliability, performance, and appropriateness.

Notwithstanding any advice or recommendation given by Dynacom or its authorized or affiliated representatives, the purchase, rent, or use of the software and/or add-ons is made at your whole discretion and at your «OWN RISK». Thereby there the full liability for potential damages incurred by you or your computer system including the loss of data, whatsoever resulting whether direct, indirect, incidental, special, exemplary, consequential, punitive, or otherwise.

In addition, you agree to indemnify, defend, and support Dynacom and its directors, officers, agents, assigns, partners, and licensors against and from any liability or costs incurred by them with respect to any claim based on the use of Dynacom's software and/or related add-ons including, without limiting the generality of the foregoing, all reasonable legal fees. You shall assist as fully as it may reasonably be required to defend Dynacom against any claim. Dynacom reserves the right, at its sole cost, to conduct exclusively its defence and control any matter involving it, subject to your indemnification.

### **35.0 Privacy and Personal Information**

The developers, partners, and participants hereby authorize Dynacom and its assigns to post on Dynacom's Web site their names as well as all information pertaining to their certification level or downgrade or cancellation thereof and they relinquish any compensation or indemnification in this respect. They agree not to make any claim or opposition whether statutory, contractual, or other based on the confidentiality or privacy of the information posted, copied, or recaptured in any way whatsoever on Dynacom's Web site.

*Should the French and English versions of these terms and conditions differ, the French version will prevail.*