

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 1.6 GHz, 1Go of RAM, Microsoft Windows XP or later, 500MB 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 Dual Core, 2.8GHz or higher, 4Go of RAM, 10Go of disk space. Microsoft Windows XP 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 later (32-bit only) and to use the Financial Statement Generator, you must have Microsoft Excel 2000 (32-bit only) 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 Shipping and handling

Unless requested or specified otherwise on invoice or quotation, software purchase or subscription are available via download only.

3.0 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 SMB Edition is limited to 9 user licenses.

4.0 Preferential and Innovation Service Plan

Dynacom Preferential and Innovation Service plan offers complete maintenance at three levels of coverage (Essential, Complete and VIP) including software new versions, service packs, technical support and payroll updates for the current software version.

4.1 Online Services

Subscription to one of Dynacom's Preferential and Innovation Service plans (Essential, Complete or VIP) is required to benefit from the online services available.

4.2 Payroll calculation

Subscription to the Dynacom's Preferential and Innovation Service plan is required to perform payroll calculations. Checks cannot be post-dated after the last day of the subscription.

4.3 Training

The Essential, Complete and VIP levels can take advantage of training at the then current rate.

4.4 Monthly payments

Whether the Preferential Service subscription is paid on a monthly or on an annual basis, technical assistance time included with the selected plan will be added to the time bank the moment the subscription starts. The time bank will be renewed each year at the anniversary of the initial subscription date, upon renewal. Should the customer choose to end the subscription, the software provided would only be operational in read-only mode.

4.5 Customization

To benefit the most from the customization tools available (including related technical assistance), it is strongly suggested that you subscribe to one of Dynacom's Preferential Service plans. Customizing using the latest version available will ensure you receive proper support. Modifications by a programmer can be necessary when updating or upgrading your software for the customization to be fully operational.

5.0 Add-ons

Subscribers to the Preferential Service Essential, Complete and VIP levels benefit from add-on activation automatically as long as their Preferential Service plan subscription is valid.

Optional modules such as The Cashier Point of Sale, the CRM, the financial statement generator, the Dynacom Dashboard, the business intelligence, the specialized payroll, the direct debit, etc., are considered from now on as add-ons and, as such, require a valid subscription to the Preferential Service plan to be functional.

6.0 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 \$140 will be charged (1 hour of training) and calculated starting at Dynacom's office.

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

One (1) extra hour will be charged for data analysis purpose to all training sessions exceeding one (1) hour.

Should the customer be unable to attend a training session scheduled onsite or provided at Dynacom's offices, he must notify Dynacom within a minimum of 72 hours prior to the scheduled training.

By signing the estimate, the customer 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.

7.0 Technical work

An hour is collected before the technical work begins and extra time is collected before delivering the final data to the customer.

8.0 Conversion

8.1 Parallel

Purchase 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.

8.2 Conversion

Customers 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 customer 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 the master files and does not include custom forms or any other settings or customizations chosen by the user. Some adjustments must be made by the user regarding his business processes and the functioning of the new software.

9.0 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 sixty (60) minutes.

9.1 Response time

Customers waiting on line are given priority and the delay for callback varies depending on the Preferential Service plan selected.

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

The option to schedule callbacks depends on the period of the year, and availability varies on a first come, first serve basis, also dependent on the Preferential Service plan selected.

For scheduled calls, a technician will contact the customer at the specified time. The customer must be available at that time, otherwise the call will be closed and considered as processed.

9.2 Expiration or renewal of a technical support program

The expiration of a technical support program (annually) occurs with the first of two possibilities: either the time bank allotment is reduced to zero or the anniversary date of the initial subscription to the Preferential Service plan has been reached. Also, when the customer adds time to his time bank, whether his payment mode be monthly or yearly, this time is added until the next anniversary date of the initial subscription.

Moreover, as technical assistance does not replace the recommended initial training during the transition to a new version and/or edition, Dynacom reserves the right to restrict technical assistance for customers with the Preferential Service VIP to one (1) hour per business day.

9.3 Exceeding the time left in your time bank

Should a service call exceed the number of minutes left in the time bank, the customer must ask his representative to replenish his time bank at the renewal price.

10.0 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 customers 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. The partner information will automatically be displayed on Dynacom's website. 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 customer or employer, software user licenses that were sold to him by Dynacom. An authorized partner cannot resell licenses purchased for his own use to one of his customers or employers.

A discount of 10% applies to the suggested retail price of subscriptions to the Preferential Service plan, on presentation of proof of their professional status.

Some partnership programs may require a certification exam. Partners will be notified in advance by email and sufficient time will be allowed to fulfill the requirements.

Content, terms and conditions of the partnership programs are subject to changes at any time without prior notice.

Notices will be sent to the email registered in the profile of the partner, which can be changed at anytime in the Members section of our website. It is the responsibility of the partner to maintain accurate email information.

10.1 Annual Sales Objective and Renewal of Authorized Partner Program

Partners selecting the ERP Edition of Dynacom accounting will only pay for subscription to the Preferential Service plan which will include the subscription to the software.

However, at anniversary date of the annual renewal, the amount of annual sales (or references, where one professional order would not permit to resell software) the partner must equal or exceed ten (10) times the price of the subscription.

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

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

In the event that the annual sales objectives are not met, Dynacom reserves the right to revoke the authorized partner status and therefore as a regular customer, the partner might have to disburse the fees associated with his current program or might be lowered to a lower level partnership with no sales objectives to meet. However, charges to convert the databases to a lower edition may apply.

11.0 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. This clause also applies to customization work developed by Dynacom.

12.0 Customization made by Dynacom

12.1 How it works

Dynacom is committed to provide a qualified resource person to perform customization work. The resource person will be charged on an hourly basis, whether for collecting requirements, development, installation and post-installation fixes. Other conditions may apply to the customization proposal to be signed by the customer.

12.2 Using the customization time bank

The expiration of the customization time bank occurs with the first of two possibilities: either one (1) year after the date of purchase of the customization time bank or once the anniversary date of the subscription to the Preferential Service plan has been reached. Time spent on technical support for customization work will be deducted from the customization time bank.

12.3 Complaint management

When a complaint is received in writing from a customer regarding some customization work, Dynacom can allocate another resource person to complete the work.

13.0 Customization made by a third party

13.1 Synergy

All modifications made to Dynacom Accounting version 11 are performed through Synergy, Dynacom's customization tool. Synergy's user-friendly and helpful wizards, which are widely used to simplify the customization process, make it much easier for more people to use it, especially that no deep knowledge of the programming language is required. And since Synergy is totally integrated with Dynacom Accounting, the financial data integrity is completely maintained.

13.2 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.

13.3 Responsibilities

Some 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 of their work in any way.

13.4 Customer Support

The support of add-ons, the generation of unlocking keys, the compatibility between versions of Dynacom Accounting, and demonstrations are all the responsibility of the developers who created them.

Once an add-on is complete and fully functional, the developer who created it must provide all the necessary support to ensure its smooth functioning. The developer must also define the type of support provided.

Furthermore, the developer must ensure that his add-on is always compatible with the latest version of Dynacom products.

13.5 Compatibility

Developer can, not only sell licenses of his add-ons, but may also charge maintenance fees to keep the add-on updated and compatible with future versions.

As new versions are introduced, the developer can update his add-ons or create new ones, to which the customer may have to pay the costs inherent to the purchase of the new add-on.

Upon installing an upgrade or a new version, it is the responsibility of the customer to verify the compatibility of previously purchased add-ons with the new versions.

13.6 Dynacom Developers Program

A developer who developed a private add-on with the consent of Dynacom is considered a Dynacom authorized developer.

13.7 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.

13.8 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.

13.09 Copyright protection and software piracy

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

In addition, Dynacom cannot ensure the developer with a full protection against piracy and copyright violation.

14.0 End of subscription

When the software is provided in a monthly subscription fashion and the subscription ends, the data of the software will be accessible in read-only mode.

15.0 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, representatives, 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.

16.0 Refund and cancellation policy

16.1 Refund and satisfaction guarantee policy

The user must send a request for reimbursement in writing to Dynacom (email or fax) within sixty (60) days following the purchase date in order to obtain a complete reimbursement. In addition, the method of refund will be the same as the one used for purchase. However, the complete satisfaction guarantee policy does not apply to all forms of custom development work.

16.2 Training cancellation

The estimated number of hours will be charged as of the reservation. Unless otherwise stipulated in this document, if the participant cancels a private training session more than three (3) business days before the starting date of the course, Dynacom will not refund the training cost, but the participant will be able to schedule a new training session within a maximum period of one (1) month or Dynacom will convert the equivalent number of training hours to technical support. Group training participants may choose to be credited at half time on technical support or on private training. If the participant cancels his reservation for a training session (online or at Dynacom's office) within three (3) business days before the starting date of the course, Dynacom will deduct thirty (30) minutes from the training session. The participant may schedule the remaining time within a maximum period of one (1) month. If the participant cancels his participation to a training session at his own offices within a period of three (3) business days prior to the training scheduled date, Dynacom will cancel the training session, and offer no refund or any possibility to postpone training. 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.

17.0 Purchases through the Web site www.dynacom.com

Products and services purchased through the shopping cart on the Dynacom website (www.dynacom.com) will replace or modify the current products and services of the buyer. This condition applies to software, user licenses, and Preferential Service, as apply.

18.0 Obsolescence Policy

As of January 1st, 2011, only version 11 and the payroll updates working under version 11 will be supported.

19.0 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.

20.0 SQL Server Express edition

The SQL Server Express edition database is available with the SMB Edition of Dynacom Accounting or later. The capacity of the SQL Server Express 2008 R2 edition database is limited to 10GB. The conditions of use and other capacities of the SQL Server Express edition are dictated by Microsoft Corporation.

**21.0 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.

22.0 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 defense and control any matter involving it, subject to your indemnification.

23.0 Dynacom website (www.dynacom.com)

Dynacom cannot guarantee uninterrupted access to its website, notably for maintenance purposes or any other situations out of its control. All Dynacom users must maintain their email address up to date in order to be informed about new policies or changes to the software terms of use.

24.0 Dynacom SaaS (Dynacom online services)**24.1 SaaS terms and conditions of use**

The customer using the Dynacom online services (SaaS) is required to sign the agreement for the use of the Dynacom online services.

24.2 The use of SaaS by accountants

The databases names should not be linked to customers in order to protect the confidentiality of the accountant's clientele. Any customer who wants to access his database will have to own a SaaS license as well as a product license to allow simultaneous access by the customer and the accountant.

25.0 Miscellaneous

Dynacom reserves the right to modify the current terms and conditions at any time without prior notice. It is strongly recommended to consult from time to time the most current version of the terms and conditions available at Dynacom's website.

All authorized partners, developers, and virtual distribution centers must abide by these terms and conditions displayed at software installation since recommending and installing the software is part of the partner definition.

Dynacom Accounting version 11 will provide Dynacom users with a useful information tool; a special area from the Operations Manager, called the Dynacom Board, will be dedicated exclusively to inform Dynacom users about the latest news regarding Dynacom. Some featured add-ons will also appear in this area as well as in each module of the Operations Manager.

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