



## UniformMarket Vendor Alliance Program Agreement

### VENDOR

|                  |  |
|------------------|--|
| Name:            |  |
| Address:         |  |
| City, State, Zip |  |

### CONTACTS

#### Primary

|       |  |
|-------|--|
| Name  |  |
| Phone |  |
| Email |  |

#### Accounting

|       |  |
|-------|--|
| Name  |  |
| Phone |  |
| Email |  |

#### Technical

|       |  |
|-------|--|
| Name  |  |
| Phone |  |
| Email |  |

Select one of the following UniformMarket Vendor Alliance Programs:

| Select                              | Program Level  | Program Price | Payment Frequency |
|-------------------------------------|----------------|---------------|-------------------|
| <input checked="" type="checkbox"/> | Silver Level * | \$500.00      | Annual Fee        |
| <input type="checkbox"/>            | Gold Level     | \$1,000.00    | One Time Fee      |
| <input type="checkbox"/>            | Platinum Level | \$2,500.00    | One Time Fee      |

\* Minimum participation level



## TERMS AND CONDITIONS

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### UNIFORMMARKET PLEDGE OF SERVICE

UniformMarket will:

- Respond to "Vendor" inquiries and requests in an efficient and timely manner.
- Agree that it will only provide a resellers website with "Vendor" catalog and website information, upon receipt of an approved Product Catalog Authorization form from "Vendor", if required by "Vendor".
- Provide "Vendor" with a unique web site that displays products, images, marketing messages and pricing of their catalog.
- Provide the "Vendor" with an excel spreadsheet of all products as organized in the web site.
- Promptly load "Vendor" catalog into any authorized reseller's web site.

"Vendor" will:

- Agree to furnish to UniformMarket certain catalog and website information in an electronic format, with updates as new products are introduced and old products are discontinued.
- Have the right to request that UniformMarket pull "Vendor" catalog and website information from a reseller's website, should a reseller lose its good standing status with "Vendor".

### UNIFORMMARKET CONFIDENTIALITY & PROPRIETARY USE STATEMENT

Any information or data related to a Vendor business or affairs, disclosed whether in writing, orally or by any other means to UniformMarket by the Vendor shall be treated as absolutely confidential. UniformMarket shall exercise in relation to these information or data no lesser security measures and degree of care than those applied by UniformMarket to its own confidential information. UniformMarket shall ensure that disclosure of such confidential information is restricted to those associates having the need to know the same for the purpose of carrying out a given project.

### ACCEPTANCE, LIABILITY & CANCELLATION

The deliverables and pricing are accepted by "Vendor" and UniformMarket LLC.

The UniformMarket Store System (UMSS) platform is a SaaS service, providing the Licensee with a series of modules and software objects that drive a unique eCommerce shopping environment. UMSS allows a Licensee to manage a public, online store. In addition The UMSS Licensee may configure and manage virtual private stores for each of their customers (Private Customer Stores).

The UMSS system is a database-driven solution. The products, categories, customers and orders are maintained using web-browser administration tools.

LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL UNIFORMMARKET BE LIABLE TO YOU FOR ANY COSTS OF SUBSTITUTE PRODUCTS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE LICENSE OR, USE OF, OR INABILITY TO USE ANY UNIFORMMARKET SOFTWARE OR SERVICE, EVEN IF UNIFORMMARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Vendor cancellations must be made telephonically with a UniformMarket Account Manager. Vendor will need the following information when discussing your cancellation request.

- Name
- Company
- Valid, working e-mail address

**UniformMarket**

633 Skokie Blvd, Suite 490, Northbrook, IL 60062

858-345-1212 • [www.uniformmarket.com](http://www.uniformmarket.com) • [sales@uniformmarket.com](mailto:sales@uniformmarket.com)



• Reason for Cancellation

UniformMarket does not honor voicemails, fax, or email requests for cancellation. UniformMarket needs to speak with Vendor to give specific instructions on how to resolve your account.

It is the Vendor's responsibility to ensure that UniformMarket has received the request for cancellation. UniformMarket does not pro-rate any charges. Cancellation will take effect within a 30 day period.

Please note that if the UniformMarket has a balance due at the time of cancellation, this balance must be paid in full. Cancellation does not absolve the Vendor of any outstanding financial obligations.

## Payment Options

Our Terms are Net Immediate

**Purchase Order Number** \_\_\_\_\_

### CREDIT CARD

A valid credit card must be on file prior to commencement of any work. Payments are billed against on file credit card or approved credit line.

Card Type:  Visa/MasterCard  American Express  Discover

Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ CCV \_\_\_\_\_

Name On Card \_\_\_\_\_

Address \_\_\_\_\_

## Signatures

### AUTHORIZATION AND AGREEMENT TO ABOVE

UNIFORMMARKET LLC

\_\_\_\_\_  
Vendor Company

\_\_\_\_\_  
Rick Levine  
Partner

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NOTE: Prices are subject to change without notice. - 11/30/2011