



## MYOB Professional Partner Program – Developer

# APPLICATION FORM

As a professional software developer, you understand that integration is a complex but essential aspect of information systems.

MYOB can provide you with the tools to connect you and your clients to our popular business management and point of sale software.

### Essential tools and resources that help you create better solutions

The MYOB Professional Partner Developer Program offers you many benefits, including:

- Global developer resources and tools
- Reference software worth over \$6000
- Priority technical support
- Access to beta and pre-release software
- The ability to resell MYOB products for your clients at wholesale prices, and

Much more!

### Join the partnership program for developers today

Look inside this Application Form to discover the many other benefits of this valuable program, and then complete and return the application form.

We look forward to partnering with you in the very near future!

Stacie Masker  
Professional Partner Program Manager



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### Give yourself access to these year-round benefits

#### MYOB reference software

**Software** – Not-for-Resale versions of Premier Accounting (\$299 value)

**Documentation** – electronic version of the documentation library

#### Developer Resources

**Write access** to MYOB Premier Accounting company files

**Free ODBC** connectivity for your customers

**Email and forum-based development** support for your team

**Global developer resources** including documentation and drivers for all regions

**MYOB Beta testing** program membership

#### Professional Partner Membership

**Priority phone access** to our Professional Partner customer service and support team for product support (\$249 value)

**Invitation to the Partner Conference** and **PartnerUpdate** to keep you up to date and provide networking opportunities

**Reseller status** that allows you to purchase MYOB software at wholesale prices and resell to your clients

**Regular Newsletter** that contains news, hints and tips, information and events

**Company file activations** so that you can activate and use up to 40 MYOB company files for testing

### All this, and more, for just \$599 a year

Twelve months membership to the MYOB Professional Partner Developer Program is just \$599. This is payable via check or credit card and you will be reminded to renew each year.

### Ready with your Add-on Solution?

Get in front of your potential clients with the MYOB Add-on Solutions Marketplace – a separate program extending your sales reach.

Your solution will be promoted on MYOB's high traffic, high volume website. The Add-on Solutions site is advertised to tens of thousands of business clients and the Professional Partner community. Take advantage of other benefits like the ability to display at our trade shows and partner conferences and launch your application from within MYOB accounting software.



## MYOB Professional Partner Program – Developer Application Form

### 1. Your details

Business Name \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Email Address \_\_\_\_\_

### 2. Your current MYOB software

I do not have any existing MYOB software licenses

I have an existing MYOB software license

MYOB Serial Number(s): \_\_\_\_\_

### 3. Your Payment Details

I have enclosed a check (payable to MYOB US) for \$599 (including 7% sales tax for NJ residents).

OR

Please charge \$599 plus applicable taxes to my:  Visa  MasterCard  AMEX

Credit Card \_\_\_\_\_ Exp.Date \_\_\_\_\_

### 4. Signature

I wish to apply for membership to the MYOB Professional Partner Developer Program. I confirm that I have read the conditions of Membership and other terms and conditions applicable to my membership set out or referred to in this Application Form.

Signature \_\_\_\_\_ Name \_\_\_\_\_

### 5. Return this application form to MYOB US

Complete this form and mail or fax it with the required documents to:



MYOB Professional Partner Program  
MYOB US  
300 Roundhill Dr.  
Rockaway, NJ 07866



(973) 586-4820



## MYOB Professional Partner Program – Developer Application Form

### Conditions of Membership

1. The Applicant warrants that they have the appropriate skills and knowledge to develop products to be used in conjunction with MYOB products. the Applicant acknowledges that any failure to maintain the standard of skill and knowledge required by MYOB will cause removal from the PPPDEV.
2. Membership of the PPPDEV entitles the member to the benefits and privileges set out in the Application Form of which these conditions of Membership form part. MYOB reserves the right to add to, amend, withdraw or withhold any of these benefits or privileges from time to time at its discretion.
3. The Applicant acknowledges the software supplied to them:
  - 3.1. Is a “not for Retail Sale” product;
  - 3.2. Must not be sold, given away, transferred or otherwise disposed of to any third party;
  - 3.3. Remains the property of MYOB; and
  - 3.4. Is intended solely for their own in-house use and in developing products to be used in conjunction with MYOB products. the Applicant’s use of this reference software is also subject to the standard terms of conditions for use which are provided with the software.
4. The Applicant acknowledges that use of the ODBC Driver and associated documents and tools will be subject to the terms and conditions for use as set out in the ODBC developer resource kit. See [www.myob-us.com/developers](http://www.myob-us.com/developers) for more information.
5. The Applicant undertakes as a member of the program:
  - 5.1. To pay to MYOB by the way of membership fees such sums as will be determined and advised by MYOB. Fees are non-refundable or transferable.
  - 5.2. To conduct themselves at all times in a manner which does not demean or damage the good reputation of MYOB or its products.
  - 5.3. To provide a positive contribution to all program sponsored activities and to desist from any form of communication critical of MYOB or its products.
  - 5.4. To provide satisfactory answers within 14 days to any complaints made to MYOB concerning the provision of any of the products developed by the Applicant and in the event that MYOB considers the complaint justified take such action or make such restitution at the Applicant’s own cost and expense as may be reasonably requested by MYOB.
  - 5.5. To attend to and respond to such correspondence and communications as shall be reasonably required by MYOB.
  - 5.6. To indemnify MYOB in respect of all claims arising as a result of the Applicants involvement as a member of the program.
  - 5.7. To immediately on termination of Membership of the program return all MYOB property and program related materials to MYOB and immediately cease using the program name or in any manner holding themselves out to be a member of the program.
  - 5.8. During their Membership of the PPPDEV and for a period of five (5) years thereafter not to disclose or permit to be disclosed any confidential information of MYOB and its related entities (save for that which has clearly become public domain) that has been provided to them in their capacity as a member of the program.
6. MYOB reserves the right at any time, without liability or prior notice, to (i) determine what constitutes an MYOB product, including, but not limited to its features, characteristics, documentation, and related materials; (ii) discontinue its sale of any or all MYOB products which may include, but not be limited to, discontinuation due to the grant to a third party of exclusive sales or marketing rights to one or more MYOB products; (iii) to change or terminate any of the features of the products, or (iv) change or terminate the level or type of support or service which MYOB makes available for each MYOB product.
7. Membership of the program does not grant the Applicant any right to use MYOB’s trademarks in connection with the marketing, sale and support of any product developed by the Applicant or to hold them out as representing MYOB. The applicant must also comply with the Add-on Product Branding Style Guide in making reference to MYOB.
8. Acceptance to the program shall not constitute any appointment of employment or agency by MYOB or create any joint venture or partnership between the parties

9. and save for the specific rights set out in these conditions of Membership no further special rights or legal relationship are granted on the Applicant as a result of Membership of the program.
10. The Applicant acknowledges that membership of the program does not guarantee that MYOB will not develop a product that is similar to or competitive with any product developed by the Applicant and MYOB reserves all its rights to develop any such products in the future.
11. The Applicant’s Membership of the program comes into effect on acceptance by MYOB of the Applicant’s application to become a member of the program and the Applicant’s Membership will continue (unless terminated earlier by MYOB for the reasons set out below) for 1 year. Membership of the program will be subject to annual renewal.
12. The Applicant’s Membership of the PPPDEV may be terminated at any time by MYOB forwarding a notice of termination citing the occurrence of any of the following:
  - 12.1. Breach of any of these conditions of Membership.
  - 12.2. The Applicant committing any act of bankruptcy, becoming insolvent or on the appointment of a liquidator or receiver over the assets of the Applicant.
13. These conditions of Membership and any other terms and conditions set out or referred to in the Application Form of which these conditions of Membership form part constitute the entire agreement between MYOB and the Applicant and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the development of products to be used in conjunction with MYOB products.
14. These conditions of Membership may not be varied save by written agreement of the parties. their implementation will be governed by the laws of the state of Victoria, Australia and any action arising from its operation shall be heard in Melbourne, Australia. No course of conduct or inaction by MYOB in connection with these conditions of Membership will be deemed a waiver of any of its rights.
15. In the event that the original MYOB software license is converted into a Professional Partner membership, the original license cannot be used or sold during the term of the membership. In the event that the membership lapses or is cancelled, the applicant may request for the original license to be reinstated.

### Beta Agreement - Terms and Conditions

1. MYOB trials software products in Australia through the appointment of individuals known as “Alpha/Beta testers” who receive and trial unreleased software. MYOB permits the Applicant to become involved as an “Alpha/Beta tester” subject to these terms and conditions.
2. The Applicant undertakes to evaluate the supplied products and provide input into their further involvement and enhancement. This will include the sampling of new software programs and the perusal and testing of pertinent program documentation. the Applicant will be required to log all findings and opinions and report this information by email to MYOB within 30 days of receipt.
3. The Applicant acknowledges that in becoming a “Alpha/Beta tester” they are the recipient of important sensitive commercial information and knowledge which is confidential to the development of the product and that any disclosure of such confidential information may be detrimental to the development, marketing and sales performance of MYOB. consequently the Applicant undertakes that during their involvement as a “Alpha/Beta tester” and thereafter they shall not permit the material to be copied or used by any third party nor shall they disclose any information concerning the trial material to any other entity. In the event that the Applicant copies or in anyway deals with the trial material or information concerning same outside of the conduct required herein then they shall be deemed to be in breach of this agreement and shall immediately cease to be a “Alpha/Beta tester” and a part of the evaluation process. Further the Applicant acknowledges that where such conduct can be demonstrated to have caused damage or loss to MYOB then MYOB shall be empowered to make recovery against the Applicant in respect of same.
4. The Applicant’s right to be an “Alpha/Beta tester” terminates on termination of the Applicant’s membership of the program. These terms and conditions are also subject to the conditions of Membership.