

End User License Agreement for Sage 50 Accounting Products

IMPORTANT - PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS

This End User License Agreement for Sage 50 Accounting Products (the "Agreement") is a legal agreement between you or the company that you are authorized to represent ("You") and Sage Software, Inc. ("Sage"). This Agreement governs the installation and use of the accompanying Sage 50 Accounting—U.S. Edition computer software program and services not covered by a separate license agreement; all printed and electronic manuals, guides, bulletins, and online help (the "Documentation"); and any modifications, updates, revisions or enhancements received by You from Sage or its authorized dealers (collectively, the "Program"). The Program may not be accessed, installed, or used except pursuant to this Agreement.

This Agreement limits and excludes warranties and remedies regarding the Program, exempts Sage and other persons from liability or limits their liability, and contains other important provisions that You should read. Your access to or use of the Program may also be subject to your acceptance of separate agreements with Sage and/or third parties.

BY SELECTING THE "I ACCEPT" BUTTON OR BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE PROGRAM, YOU ACKNOWLEDGE AND SIGNIFY YOUR ACCEPTANCE AND AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, AND IF YOU ARE AN INDIVIDUAL REPRESENTING A COMPANY OR OTHER PERSONS THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THE AGREEMENT ON BEHALF OF THE COMPANY OR OTHER PERSONS YOU REPRESENT OR ON WHOSE BEHALF YOU ARE INSTALLING OR USING THE PROGRAM.

IF YOU DO NOT AGREE WITH AND UNLESS YOU ACCEPT EACH PROVISION OF THIS AGREEMENT, YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE PROGRAM, AND YOU MUST RETURN THE PROGRAM FOR A REFUND IN ACCORDANCE WITH THE RETURN AND REFUND POLICY SET FORTH IN THIS AGREEMENT.

Registration and activation of your license for the Program with Sage is required. You must register as a licensee within the first ten (10) uses or the program will become disabled. If you are using a trial version of the program, the program will become disabled after thirty (30) days.

1.1. RETURN AND REFUND POLICY. If You have licensed the Program as part of a Sage Business Care plan ("Sage Business Care") and this is the initial term of your subscription, You must cancel your Sage Business Care plan and return the Program within sixty (60) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage. If You have licensed the Program by renewing your subscription to Sage Business Care, then You are not eligible to return the Program for a refund. You must cancel your Sage Business Care plan at least seven (7) days prior to its renewal date in order not to be charged the renewal rate.

2. GRANT OF LICENSE. Subject to your compliance with all terms of this Agreement and your payment of all applicable fees, Sage hereby grants to You a limited, nontransferable, non-sublicensable, non-exclusive license (the "License") to install and use the Program under the terms stated in this Agreement, including the restrictions and limitations applicable to each kind of license and version of the Program set forth below, for use in your business or profession. The License is not a sale of the Program or any portion thereof and does not convey any rights of ownership in the Program. Sage reserves all rights not expressly granted by this Agreement and You hereby acknowledge that all title and ownership of the Program and all associated intellectual property rights are and shall remain with Sage.

3. LICENSE RESTRICTIONS. There are various types of licenses and versions of the Program, which reflect the number of authorized installations and users and the permitted purposes of use, each of which is subject to different restrictions and limitations as set forth below. The type of license and version of the Program are identified in the Program packaging.

3.1. Type of License:

(a) **Single User.** If your License to use the Program is a single-user license, the Program and related data may be: (i) installed on only one computer or workstation, or personal digital assistance, pager, "smart phone" or other similar electronic device which You own or use and for which the Program is designed to operate (a "Client Device"); and (ii) accessed and used only by the individual to whom the Program is licensed. The component parts of the Program may not be installed or used individually or jointly in full or in part on more than one Client Device, unless otherwise set forth herein. You may purchase additional installs of your License if You would like to install the Program on an additional Client Device for back-up purposes or home/remote use.

(b) **Multi-User.** If your license to use the Program is a multi-user license, or You have licensed more than one single-user version of the Program, the Program and related data may be: (i) installed on (x) up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or (y) a local area network provided that the number of Client

Devices permitted to access the Program is limited to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or (z) a server and up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; and (ii) accessed and used by not more than the maximum number of licensed Named Users authorized by the License. A Named User means the individuals listed and selected in the user maintenance screen of the Program. The number of defined Named Users may not exceed the number of licenses purchased up to the predefined limit. You may make copies of the Program and install it on separate computers up to the predefined limit and the same data may be accessed concurrently by the defined Named Users. You also have the right to use the multi-user version of the Program on a local area network provided only the licensed Named Users access the Program, the number of licensed Named Users does not exceed the number of licenses purchased and no licensed Named User accesses the Program from more than one computer concurrently. In the event a licensed Named User is temporarily out of the office (vacation, illness, leave, etc.) or leaves your company, You may replace this Named User with a new associate of your company without purchasing a license for an additional Named User. You may purchase additional installs of your License if You would like to install the Program on an additional Client Device for back-up purposes or home/remote use.

(c) SysAdmin User Account. The sysadmin user account is an administrative account that does not require its own license to use the Program unless You want it installed on a separate Client Device.

(d) Subscription: A Subscription License to the Program requires a one (1) year initial commitment and lasts only as long as your subscription fees are current, or until your subscription term ends, or until this Agreement is terminated as described herein. The Program must be installed on a Client Device that is connected to the Internet. The Program may be used by the licensed Named User(s) for the subscription period for which Sage has received your license fee until the specified term or subscription period ends or your license or this Agreement is terminated as described herein. You must be using the most current version of the Program and agree that You will upgrade to the most current version as soon as it is available to You. Depending on the term You selected, Your subscription period is either annual or monthly, with the subscription fees payable each year or each month. You may cancel your subscription with at least seven (7) days' notice prior to your renewal date. Please note that any of the following will cause your Program to revert to "read only" mode: (i) failure to pay your subscription fee; (ii) termination of this Agreement (iii) cancellation or non-renewal of your subscription; or (iv) if you are a Sage Accountants Network ("SAN") member and fail to pay your SAN fees. Full Program functionality will not be restored until you reactivate your account, which may require payment of a reactivation fee.

(e) Sage 50 Intelligence Reporting. A sixty (60) day trial version is available with the Program. Licensing is not concurrent and each license of Sage 50 Intelligence Reporting is tied to a specific user and a specific computer.

3.2. Permissible Uses:

(a) Full Retail Version: If the Program is a full retail version, You may use the Program only for your business or professional use.

(b) Not for Resale/Demo Version. The Not for Resale version of the Program (an "NFR Version") may be licensed and used only by persons that have entered into a valid and subsisting Solution Provider Agreement, Certified Consultant Agreement, or other similar agreement with Sage (each, an "Other Sage Agreement"). If the Program is an NFR Version, You may use the Program only for demonstration, marketing, promotional, end user support, training, or development purposes, and only to the extent permitted or required under the applicable Other Sage Agreement.

(c) Student Version: The Student Version of the Program (a "Student Version") may be licensed only by individuals that meet the applicable student qualifications as set forth on the Program packaging or on the Education Program section of the Sage 50 website located at <http://na.sage.com/us/about-us/education>. If the Program is a Student Version, You may use the Program only for your personal educational purposes and any data entered into a Student Version of the Program cannot be converted to a full working version of the Program. Any company created in the Student Version and any data entered into that company will be accessible for only fourteen (14) months after that company was created.

(d) Educational Version. The Educational Version of the Program (an "Educational Version") may be licensed only by educational institutions that meet the applicable qualifications as set forth on the Program packaging or on the <http://na.sage.com/us/about-us/education> website. If the Program is an Educational Version, You may authorize the licensed number of individual educational users to use the Program only for their personal educational purposes.

(e) Trial Version. If the Program is a Trial Version (a "Trial Version"), You may use the Program only for the purpose of evaluating the Program.

(f) Accountant Edition Version. If You are a SAN member and if the Program is an Accountant Edition version ("Accountant Edition"), You are prohibited from installing the Program on a Client Device that

belongs to a third party. You may use it only pursuant to this Agreement and the terms of your Sage Accountants Network membership. A SAN member may use a License belonging to a third party in order to access that party's files as required by their business relationship.

3.3. General Restrictions Applicable to All Licenses and Permissible Uses

- (a) You may use only the Sage 50 Premium Accounting and Sage 50 Quantum Accounting products within a Windows Terminal Server environment subject to requirements contained in the Documentation.
- (b) You may not make copies, translations, or modifications of or to the Program or any portion thereof. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program. All copies of the Program are subject to the terms and conditions of this Agreement.
- (c) You may not sell, distribute, lease, rent, sublicense, modify, change, alter, assign or transfer the Program or this license, except that: (i) You may transfer the license to a party that purchases all or substantially all of the assets of your business, provided that You notify Sage in writing prior to the distribution of the Program to the purchasing party, and the purchasing party agrees in writing to be bound by the Agreement; or (ii) upon written permission from Sage, You may transfer the license to a party that agrees to be bound by this Agreement.
- (d) You may not reverse-engineer, reverse-translate, disassemble, or decompile the Program, or any portion thereof, or otherwise attempt to discover the source code or structural framework of the Program. You may not create any derivative work based upon the Program by altering, modifying, or translating the code of the Program. You may not obscure or remove any copyright or trademark notice from the Program.
- (e) You may not install more than one (1) Program on any Client Device. Use of software, hardware or services that bypass any Program license restrictions and/or reduce the number of Client Devices, users and/or seats, as may be applicable, accessing or utilizing the Program (e.g., "multiplexing," "pooling," or third party add on software or hardware) expressly does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end").
- (f) You may not use or permit any other person (including without limitation any parent, affiliate or subsidiary organization) to benefit from the use or functionality of the Program, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Program, as provided herein, to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%); provided, however, You may not exceed the number of datasets specified on the applicable product packaging or accompanying documentation.
- (g) You may not install the Program on more Client Devices than you have Licenses and only licensed Named Users may access the Program, except as may be permitted by this Agreement. Sage may verify compliance of license entitlement and restrict use of the Program if it determines that You have violated the terms of this Agreement.
- (h) You may not share a license. Each user of the Program must have their own license, including all part-time employees.

3.4. Sage reserves all rights not expressly granted to You in this Agreement.

4. MULTIPLE USER INSTALLATION. If You have licensed a multi-user version of the Program, the system or IT administrator or other designated person (the "Administrator") has the ability to install the Program on the server and then simultaneously install the Program on the remaining computers with a reduced number of steps. If this installation option is chosen, the Administrator will accept the terms and conditions of this Agreement for each user of the Program. Each user has the ability to review the Agreement by going to the Help About menu in the Program.

5. LIMITED WARRANTY.

5.1. The following limited warranty applies to You only if You are the original licensee of the Program. Sage warrants that the Program substantially conforms to the specifications contained in the Documentation that was included in the original packaging with your Sage 50 accounting software and/or located within the software for a period of sixty (60) days from your purchase or if You have licensed Sage 50 Quantum Accounting, for a period of ninety (90) days from your purchase, as evidenced by your receipt (the "Limited Warranty Period"), provided that the Program is used on the computer operating system for which it was designed. Sage further warrants that the media on which the Program is furnished will be free from defects in material or workmanship for the Limited Warranty Period. Receipt of revisions or upgrades to the Program shall not restart or otherwise affect the warranty period for previously delivered copies. All warranties stated in this Agreement apply only when the Program is used within the United States of America and its territories. Sage does not represent or warrant that your use of the Program will be uninterrupted or error free.

- 5.2.** Provided You notify Sage in writing during the Limited Warranty Period of a substantial non-conformity between the Documentation and the Program, and if Sage is able to replicate and verify that such substantial non-conformity exists, Sage shall replace or correct the Program, at Sage's sole option, so that the Program substantially conforms to the specifications or replace the defective media, as the case may be, or You may return all copies of the Program and Sage shall remit to You the license fee You paid, up to the amount of Sage's suggested list price for the Program. This section 5.2 states your SOLE AND EXCLUSIVE REMEDY for any breach of warranty hereunder.
- 5.3.** No employee, agent or representative of Sage, nor any reseller (including the person or company who sold You the Program) or any other third party, is authorized to make any warranty with respect to the Program, except those expressly stated in sections 5.1 and 5.2 of this Agreement, and You may not rely on any such unauthorized warranty.

6. DISCLAIMER OF WARRANTIES.

- 6.1.** The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, SAGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND ANY SERVICES FURNISHED IN CONNECTION WITH THIS AGREEMENT. SAGE DOES NOT WARRANT THAT THIS SOFTWARE IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS. SAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (A) OF MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; (C) OF NON-INFRINGEMENT; OR (D) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE ACTING AS A CONSUMER, SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.
- 6.2.** SAGE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE PROGRAM ON OTHER THAN THE COMPUTER AND OPERATING SYSTEM IDENTIFIED IN THE DOCUMENTATION, ACTS OF ABUSE OR MISUSE BY YOU OR MODIFICATIONS OR UNAUTHORIZED REPAIRS. SAGE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE PROGRAM OR ANY OTHER ITEMS OR SERVICES PROVIDED BY SAGE.
- 6.3.** You acknowledge that any data entry, conversion or storage is subject to the likelihood of human and machine errors, malicious manipulation, omissions, delays, and losses, including, but not limited to, inadvertent loss of data or damage to media that may result in loss or damage to You and/or Your property, and/or Your detrimental reliance on maliciously manipulated data. Sage shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, adopting procedures to ensure the accuracy of input data, examining and confirming results prior to use, adopting procedures to identify and correct errors and omissions, replacing lost or damaged media, and reconstructing data. If You licensed a Student Version, You acknowledge and understand that: (a) the Student Version may be used for educational purposes only; and (b) that the Student Version shall be operable only for fourteen (14) months. If You licensed a Trial Version, You acknowledge and understand that: (x) the Trial Version may be used for evaluation purposes only; (y) the Trial Version shall be operable only for thirty (30) days; and (z) upon expiration of the Trial Period, any data or other information used with, processed by and/or stored in conjunction with the Trial Version may be converted if You upgrade to the full retail product.
- 6.4.** Any Sage Solution Provider or Certified Consultant or any reseller, installer or consultant is not affiliated with Sage in any capacity other than as a reseller, installer or consultant of Sage's products and has no authority to bind Sage or modify any license or warranty. Sage makes no representations, warranty, endorsement, or guarantee with respect to the skills or qualifications of any Sage Solution Provider or Certified Consultant or any reseller, installer or consultant and You are encouraged to independently investigate their skills and qualifications.

7. DISCLAIMER REGARDING SAGE CONNECTED SERVICES AND SAGE ADD-ON PRODUCTS AND SERVICES.

Optional products and services including, but not limited to, Sage 50 Online Backup, Sage 50 Direct Deposit, Sage Payment Solutions, Sage 50 Intelligence Reporting, Sage Data Cloud Connector, Online Bank Reconciliation, and TAL Pro for Sage 50 (collectively, the "Add-On Products and Services") are available to You through the Program and may require a credit card, a valid email address, approval by a third party, internet access, and/or additional fees, and may also require You to accept a separate license agreement or abide by terms and conditions for use. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the Add-On Products and Services offered by third-party vendors. Matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.

Sage requires that if You use the Add-On Products and Services, You be licensed on a supported version of both the Program and any Add-On Products and Services. If You are not on a supported version, as set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbj>

[d=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl](#), You must license an update to the latest version.

Pre-printed checks and forms are not included with this Program. Pre-printed forms may be ordered from Sage Checks and Forms or purchased from a local supplier.

8. DISCLAIMER REGARDING LINKS TO EXTERNAL SITES. The Program includes links to other websites on the Internet that are owned and operated by third parties not under the control of Sage. Sage provides the links for your convenience only and does not provide a warranty of any type regarding the actions of such third parties or the security of information sent to such third parties while You are using their websites. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the availability of services or products offered, or the content located on or through, any such third party's website.

9. DISCLAIMER REGARDING PERVASIVE DATA COLLECTION. The database in the Program is provided by Pervasive Software, Inc. ("Pervasive"). As part of their effort to ensure activation of valid software licenses, Pervasive will collect software and system information, including but not limited to, information about your hardware, network, and operating system to uniquely associate the computer with your Pervasive licenses. Data is also collected during uninstalls, product updates, and any license management. No personal identity information is collected.

10. EXPORT RESTRICTIONS. You shall abide by all domestic and foreign federal, state, and local laws, ordinances, rules, and regulations applicable to the transactions contemplated hereunder. You shall comply with all applicable export control laws, restrictions, and regulations in effect from time to time in the jurisdiction in which You are resident or in which the Program is used, including without limitation and to the extent applicable the United States Export Administration regulations, the International Traffic in Arms regulations and any regulations or licenses administered by the Department of the Treasury's Office of Foreign Assets Control. You represent and warrant that You are not located in, under the control of, or a national or resident of, any restricted country or of any designated entity or person.

11. SUPPORT.

11.1. Sage disclaims any responsibility to provide any customer support except as may be agreed under a separate agreement to render support services or in conjunction with a Sage promotional offering or a bundled product offered by Sage. Your Program comes with Sage Business Care, which must be activated prior to use with a valid credit card number within thirty (30) days of Program registration. If You licensed the Program without Sage Business Care, upon registration of the Program, You will receive one (1) free Customer Support call provided the Program is registered within thirty (30) days of your payment of the license fee, as evidenced by your receipt. Sage does not provide technical support for trial, educational, or student versions of the Program.

11.2. Sage Business Care. Sage Business Care plans include varying levels of access to customer support, access to Sage 50 Intelligence Reporting, and all updates released during the term of your Sage Business Care plan period. You must be on the most current version of the Program in order to have access to the features of your Sage Business Care plan. Customer Support Analysts reserve the right to limit calls to one hour or one incident. Certain Sage Business Care plans may include, in addition to the support outlined above, access to payroll features, functionality, and services.

(a) Unless You have acquired a Subscription License to the Program, all Sage Business Care plans are for a term of twelve (12) months and automatically renew on the anniversary of your activation date (your "Renewal Date"). You will be notified when your Renewal Date is approaching and then on your Renewal Date, the credit card that Sage has on file for You will be billed in the amount of the then-current renewal fee. You may cancel the automatic renewal of your Sage Business Care plan with at least seven (7) days notice prior to your Renewal Date. Should You decide to cancel your plan, You will not have access to any payroll features, forms, or functionality or customer support and You will not receive any updates to the Program without the payment of additional fees.

(b) If You have a Subscription License to the Program, depending on the term You selected, Your Sage Business Care plan will renew annually or monthly with the renewal of Your Subscription License. If You cancel Your Subscription License or if Your Subscription License is cancelled for non-payment, the Program will revert to "read-only" mode and You will no longer have access to any payroll features, forms, or functionality, customer support, or updates without the payment of additional fees.

(c) If your Program is being hosted by a third party, your Sage Business Care plan does not provide support for any issues that involve or arise from hosting or the hosting environment. Customer Support reserves the right to determine whether the issue is a result of the hosting and may refer You back to your hosting partner for resolution.

(a) You must be on a current Sage Business Care plan in order to receive updates to the Program.

- 11.3. If your Program is being hosted by a third party, Sage does not provide support to You for any issues that involve or arise from hosting or the hosting environment. Customer Support reserves the right to determine whether the issue is a result of the hosting and may refer You back to your hosting partner for resolution.
- 11.4. You must have a valid license for a supported version of the Program in order to be eligible to receive Customer Support. If You are not on a supported version, as set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbid=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl> You must license an update to the latest version.

12. TERMINATION OF SUPPORT AND OTHER SERVICES.

- 12.1. Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to update the Program. Sage reserves the right to terminate Customer Support and all other services (including but not limited to any connectivity to any Add-On Products and Services) applicable to the Program in the event that the Program has become inoperable or incompatible with current operating systems, hardware, Add-On Products and Services or other technologies or as otherwise set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbid=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl>. To obtain up-to-date information regarding which products, releases and related services are currently supported, visit the Sage 50 Obsolescence Policy or contact a customer service representative. If you are not operating a supported release or service, it may be necessary to license an update or replacement product or service in order to continue to receive Customer Support and/or other updates. Any updates licensed by You are considered part of the Program and subject to the terms and conditions of this Agreement, except to the extent a separate license agreement is provided in connection with such update. Any replacement products will be governed by a separate agreement.
- 12.2. **Sage 50 Accountant Edition:** Your active SAN membership entitles You to access the current version of the Program, receive Program updates, access payroll features, forms, and tax updates, and customer support at no additional cost. If You cancel or fail to renew Your SAN membership, (a) the Program will operate with reduced functionality and Your access to payroll features and forms will terminate immediately, (b) You may continue to access the Program and Your data, but You will not be able to enter new data; (c) customer support for the Program will be made available only if You pay the then-current SAN membership fees. SAN membership fees renew automatically on an annual or monthly basis and will be charged to Your designated credit, debit, or EFT account ("Your Account") at Sage's then-current membership rate. Sage will notify You by email thirty (30) days before the renewal date that Your Account will be charged the then-current SAN membership renewal fee. You may cancel Your SAN membership by providing a written cancellation notice to Sage at least seven (7) days before Your SAN membership renewal date.

13. PAYROLL UPDATES.

- 13.1. All access to any payroll features, functionality, forms, and services requires a current Sage Business Care plan with payroll. You must be on the most current version of the Program in order to have access to any Sage Business Care plans with payroll.
- 13.2. Payroll features may only be used by the Named User or the legal entity of the Named User. When processing payroll using the Program, You may only process payroll for up to the number of employees for which You have acquired a license (the "Tier Limit"). The Program will not process payroll for those employees over the Tier Limit that you have acquired. Sage may verify compliance of the Tier Limit and restrict use of the Program if it determines that You have violated the terms of this Agreement.
- 13.3. The Program does not include sales tax rates.

14. OWNERSHIP RIGHTS.

- 14.1. The Program is protected by United States, Canadian, and international copyright laws and other intellectual property laws, and international treaty provisions. Sage and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in: (a) the Program, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof (by whomever produced) and all related Documentation; (b) the Sage trademarks, service marks, trade names, icons and logos; and (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing. You acknowledge that your possession, installation, or use of the Program does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Program, and that You will not acquire any rights to the Program except as expressly set forth in this Agreement. You agree that all backup, archival, or any other type of copies of the Program will contain the same proprietary notices that appear on and in the Program.

14.2. Should You decide to submit any materials to Sage via electronic mail, through or to Sage website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, survey responses, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to Sage and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing any attribution or compensation to You or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties, and You agree, represent and warrant that all moral rights in the submissions are waived in favor of Sage and its successors, assigns and licensees.

15. RECOMMENDED ENVIRONMENT. This Program has been designed to work optimally in the environment documented within the Documentation. Any defects, inconsistencies, or issues arising out of operating outside the parameters set forth therein may not be supported by Sage and may require You to pay additional maintenance/update costs to Sage to rectify.

16. PRODUCT ENHANCEMENT PROGRAM. If you are a new customer or an upgrading customer who has not previously opted out of participating in our Product Enhancement Program ("PEP") You may automatically be enrolled in PEP when you install this Program. Through PEP Sage collects information on your hardware and how You use our software and its in-product Help and services. This information will help us identify trends and usage patterns to improve the quality of the products and services we offer. Sage will not collect any of your Sage 50 data or any personally identifiable information through PEP. Your participation in this program is voluntarily - you may opt-out of PEP at any time by going to the Services menu in the Program.

If you are a customer who has previously opted out of participating in PEP, then you will continue to be opted out when you install the update to this Program. You may opt-in at any time by going to the Services menu in the Program.

17. HIGH RISK ACTIVITIES. The Program is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Program could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Sage expressly disclaims any express or implied warranty of fitness for High Risk Activities.

18. EXCLUSION/LIMITATION OF LIABILITY. BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE FREE FROM ERRORS, YOU ARE ADVISED TO VERIFY THE WORK PRODUCED BY THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE'S LIABILITY TO YOU FOR ANY DAMAGES OR LOSSES ARISING HEREUNDER, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED THE GREATER OF THE AMOUNT OF LICENSE AND SUPPORT FEES PAID BY YOU TO SAGE, OR SAGE'S SUGGESTED LIST PRICE FOR USE OF THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE SOFTWARE, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Sage will have no responsibility for the Program if any portion of the Program has been modified, lost, stolen or damaged by accident, abuse or misapplication.

You acknowledge and agree that this Agreement fairly allocates risk between You and Sage as authorized by applicable law, and the pricing of Sage's products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement.

This Agreement gives You specific legal rights and You may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some or all of those sections of this Agreement may not apply to You.

19. MONITORING/PERSONAL INFORMATION. The Program may contain technologies that monitor, record, and report to Sage information regarding the installation and use of the Program, including but not limited to information concerning the Client Device with which the Program is associated; the frequency, type, and manner of use to which the Program is put; and the data inputted to or through the Program by You or on your behalf, such as company data, payroll data, check data, and other transaction-identifying information (collectively, the "Transaction Data"). Sage collects and uses the Transaction Data to support, maintain, and improve the Program, and to enforce Sage's rights under this Agreement. To the extent any of the Transaction Data is personal information within the meaning of applicable law, You hereby: (a) consent to Sage's collection, use and disclosure of such Transaction Data for these purposes; and (b) represent and warrant that You have obtained the consent of any individual to whom such Transaction Data relates to Sage's collection, use and disclosure of such Transaction Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. If the Program is to be provided under a U.S. Government contract, the U.S. government's right to use, modify, reproduce, release or disclose the Program is subject to restrictions set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs(c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52-227-19, as applicable. The contractor/manufacturer is Sage Software, Inc., 1715 North Brown Road, Lawrenceville, GA 30043.

21. TERM AND TERMINATION.

- 21.1.** This Agreement shall commence on the date You install the Program and shall continue until the earlier of: (a) the date it is terminated in accordance with the terms herein; or (b) your acceptance of a superseding license agreement.
- 21.2.** This Agreement, and all of Sage's obligations hereunder, automatically terminate if You fail to comply with any provision of this Agreement. Upon the termination or expiration of this Agreement for any reason whatsoever: (a) the license granted hereunder shall immediately cease; and (b) You shall immediately stop using the Program in any way and, within ten (10) days after the effective date of expiration or termination, deliver to Sage, or certify that You have destroyed, all copies of the Program.
- 21.3.** If You have acquired the Program through a Subscription License, this Agreement is effective unless and until You or Sage terminate the Agreement. You may terminate the Agreement with at least seven (7) days' notice prior to Your renewal date. Sage may terminate the Agreement upon non-payment of Your renewal fees or if You fail to comply with any provision of this Agreement. Upon termination of this Agreement by either You or Sage, Your Program will revert to a "read only" mode.
- 21.4.** If the Program is an NFR Version or Educational Version, this Agreement is effective unless and until You or Sage terminates the Agreement in accordance with the provisions of this Agreement or the provisions of your Other Sage Agreements or upon the earlier termination or expiration of your Other Sage Agreements.
- 21.5.** If the Program is a Student Version, this Agreement is effective for a term of fourteen (14) months from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.
- 21.6.** If the Program is a Trial Version, this Agreement is effective for a term of thirty (30) days from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.

22. MISCELLANEOUS.

- 22.1.** As a user of the Program, You assume the responsibility for the selection of the Program as being appropriate for your purposes. You understand and agree that: (a) You are solely responsible for the content and accuracy of all reports and documents prepared with the Program; (b) using the Program does not relieve You of any professional obligation concerning the preparation and review of such reports and documents; (c) You do not rely upon Sage or the Program for any advice or guidance regarding the appropriate tax treatment of items reflected on such reports or documents; (d) You will review any calculations made by using the Program and satisfy yourself that those calculations are correct; and (e) Sage's support service is designed to offer technical support for issues regarding the features and functionality of this Program in the recommended operating environments only.
- 22.2. Audit Rights.** With or without prior notice Sage may audit Your use of the Program to ensure that You comply with the terms and conditions of this Agreement. If an audit reveals that You have underpaid fees or owe fees to Sage, Sage will invoice You for the underpayment or amount due based on Sage's price list in effect at the time the audit is completed.
- 22.3.** To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. In the event You have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than U.S. English, you may request a U.S. English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under this Agreement must be in English language. The exclusive judicial forum for any action brought to enforce this Agreement shall be an appropriate federal or state court located in Georgia without regard to the conflict of laws provisions thereof.
- 22.4.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall be valid and enforceable according to its terms.
- 22.5.** Sage, the Sage logo, Peachtree, the Peachtree logo, Sage 50 Direct Deposit, Sage Payroll Solutions, Sage 50 Intelligence Reporting, , TAL, are registered trademarks or trademarks of Sage Software, Inc. or its affiliated entities. Microsoft, Microsoft SQL Server, Windows Vista, Windows, and the Windows logo are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries.

For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the Program User's Guide or the Help About Sage 50 window within the Program. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners and are hereby acknowledged.

- 22.6.** No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same or other rights or remedies preclude any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver thereof with respect to any other circumstances.
- 22.7. Quebec.** With regard to Quebec, the parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.
- 22.8.** Sections 6 (Disclaimer of Warranties), 8 (Disclaimer Regarding Links to External Sites), 14 (Ownership Rights), 18 (Exclusion/Limitation of Liability), 21 (Term & Termination), 22.3 (Governing Law) and this Section 22.8 shall survive the expiration or termination of this Agreement.
- 22.9.** This Agreement constitutes the entire agreement between You and Sage with respect to the subject matter hereof, and supersedes any prior proposal, oral or written, advertising, representation, or other communication between the parties with respect to such subject matter. This Agreement shall not be modified, except by written agreement signed by the parties hereto.
- 22.10.** Sage shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions or power or communications, failure or suppliers or subcontractors, natural disasters or other acts of God.
- 22.11.** All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (a) if to Sage, to Sage Software, Inc., Legal Department, 1715 North Brown Road, Lawrenceville, GA 30043; and (b) if to You, to the address You indicated upon your registration of the Program.
- 22.12.** You authorize Sage to send You information, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means.

23. SAGE 50 DIRECT DEPOSIT SERVICES AGREEMENT.

- 23.1.** Your use of Sage 50 Direct Deposit Services is governed by this Section 23. This Sage 50 Direct Deposit Services Agreement ("DD Agreement") may be considered an application for credit and authorizes Sage's affiliate, PAI Services, LLC ("Sage Payroll"), to (a) investigate the credit of You or Your principals including vendor references, bank account status and history; and (b) initiate debit/credit entries to the Checking Account/Savings account at the depository financial institution ("Bank") as provided to Sage Payroll. Additional fees may apply. You have purchased a license to use the Program from Sage and acknowledge and agree that in order to process direct deposits pursuant to this DD Agreement, You must use the most current version of the Program at all times.

23.2. Universal Terms and Conditions.

(a) You agree to complete and execute all reasonably required documentation and otherwise comply with all terms of this DD Agreement, so that Sage Payroll may perform the services You desire under this DD Agreement. Services under this DD Agreement relate to direct deposit payrolls, and deduction of fees from an account for which You shall provide Sage Payroll with an Authorization to Debit Form which identifies Your financial institution and account number ("Your Account") together with a voided check from such account (the "Services").

(b) You authorize Sage Payroll to debit Your Account up to five (5) business days (unless otherwise agreed to by the parties in writing) before each of Your "Payroll Check Dates" (the date on which You designate that the payroll direct deposits are to be remitted to Your employees) in accordance with the terms of this DD Agreement, in such amounts as You instruct Sage Payroll are necessary to pay those individuals who have elected to receive their payments by direct deposit ("Payees"). The credits to the individual Payee accounts shall be on the Payroll Check Date.

(c) You will be depositing funds with Sage Payroll for the purpose of enabling Sage Payroll to make payments to Payees designated by You on their respective Payroll Check Dates. Any investment earnings including interest earned on such funds between the date of withdrawal of such funds by Sage Payroll from Your Account and the date such funds are paid to the Payees shall be for Sage Payroll's benefit and not for Your or any Payee's benefit.

(d) The parties agree that all electronic transactions shall comply with the National Automated Clearing House Association ("NACHA") Rules and the terms and conditions of this DD Agreement. The parties understand and agree that any entry made may not knowingly and intentionally violate federal, state and local laws. You agree to validate that no transactions will be originated that include a company or individual that has been included on any list published by the Office of Foreign Assets Control ("OFAC") relating to restrictions on the conduct of financial transactions which designate individuals or companies without an appropriate license.

(e) You authorize and direct Your financial institution (which shall be a participating financial institution in the ACH network) to charge Your Account in the amount of each debit and to honor and pay the debit in accordance with its terms. This authorization shall be a standing authorization and shall remain in full force and effect until terminated in accordance with the terms of this DD Agreement and Your agreement with Your financial institution, and until Sage Payroll and Your financial institution shall have had a reasonable opportunity to act upon such termination. In the event that You shall designate a different financial institution or shall designate a different account number at the existing financial institution for the purpose stated herein, You shall immediately notify Sage Payroll of such change by furnishing a new Authorization to Debit Form to Sage Payroll, together with a voided check from such new account. You agree to provide Sage Payroll with the written notice in the form of a new Authorization to Debit Form at least ten (10) days before the effective date of any such change.

(f) You agree to always have in Your Account, good, collected funds in an amount sufficient to cover the debits initiated by Sage Payroll no later than the beginning of the day that Sage Payroll will debit Your Account. If sufficient funds are not available, Sage Payroll may require a wire transfer for the amounts due. Additionally, You acknowledge and agree that You will be debited by electronic entry unless: 1) any single payment to cover Your direct deposit credits equals or exceeds \$100,000.00 or Your credit limit designated by Sage Payroll, whichever is less, or 2) any initial electronic debit request is returned by Your financial institution for any reason, in which case You may, at Sage Payroll's option, be required to fund such payroll file by wire transfer or other method. If Sage Payroll requires payment via wire transfer or other method, You agree to provide Sage Payroll with all information necessary to confirm receipt of the payment, including, but not limited to, financial institution information and confirmation numbers. Any and all fees and expenses arising from such wire transfers, including without limitation, the wire transfer fees of the "Originating Bank" (as defined under NACHA Rules) and Your financial institution, shall be paid by You. Sage Payroll shall not be liable for any such fees or expenses. You acknowledge and agree that wire transfer fees are in addition to, and not in lieu of, any other fees payable to Sage Payroll under this DD Agreement. Sage Payroll may, in its sole discretion, require a security deposit from You. You hereby waive any right to interest that may accrue on said security deposit or any funds held by Sage Payroll. If Sage Payroll is unable to confirm receipt of the funds by wire transfer or other method prior to the funding deadline, remittance of wages may be delayed.

(g) Your Services may be terminated at Sage Payroll's sole discretion without any advance notice, notwithstanding any other termination provisions in this Agreement, if a debit withdrawal request is returned to Sage Payroll as being dishonored. You agree to pay Sage Payroll a service fee for a debit withdrawal request that is returned to Sage Payroll as being dishonored. The fee shall be charged at the current Non-Sufficient Funds ("NSF") Rates as published on the Sage Payroll fee schedule. This schedule may be reviewed and adjusted at Sage Payroll's sole discretion.

(h) You acknowledge and agree that it shall be Your sole responsibility to promptly review all communications and records furnished to You by Sage Payroll, including but not limited to, details relating to credits and/or debits initiated by Sage Payroll on behalf of You, billing and Your account information. You also agree to notify Sage Payroll of any discrepancies between the information contained in such communications or records and Your own records within three (3) business days of receipt. Errors resulting from inaccurate information supplied by You or Your failure to review all communications and records furnished to You by Sage Payroll, and report to Sage Payroll any errors within the three (3) day period, shall be Your sole liability, and You agree to indemnify and hold Sage Payroll harmless for any such errors. (See "Limitation of Liability" and "Indemnification" Sections below).

23.3. Funding and Credit Terms.

(a) Notwithstanding anything contained herein to the contrary, Sage Payroll shall not be obligated to provide You with any Services unless and until Sage Payroll approves such Services for You. Sage Payroll's review process will begin upon its receipt of all of the documentation Sage Payroll requires. You agree to provide Sage Payroll with any and all information and documentation (financial or otherwise) that reasonably may be required by Sage Payroll in its review process. If approved, the Services will begin upon the date advised by Sage Payroll and shall automatically continue thereafter unless and until terminated as provided for by this DD Agreement.

(b) You certify that the information You have provided or will provide to Sage Payroll is true, accurate and complete. You understand that the Services provided under the terms of this DD Agreement require credit approval. You authorize Sage Payroll to make whatever inquiries it deems necessary of others,

including but not limited to, requesting Your consumer reports, bank credit information or other credit reference review. The credit approval process will be dictated by Your average net payroll. The credit process may require up to five (5) business days. Sage Payroll will advise You of Your processing schedule after credit approval ("Payroll Processing Schedule"). Sage Payroll reserves the right not to provide Services under the terms of this DD Agreement based on negative information received from consumer reports in compliance with the applicable provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and its corresponding regulations. Sage Payroll agrees to process Your direct deposit payroll by initiating electronic debit and credit instructions through an Originating Bank. After credit approval, if You do not process payroll for six (6) months or more, Sage Payroll may deactivate Your account(s) and You acknowledge and agree that You must re-apply for credit and obtain credit approval from Sage Payroll if You desire to re-commence the Services.

(c) You acknowledge and agree that reporting direct deposit after the time associated with Your Payroll Processing Schedule may result in late receipt of direct deposits on or after the Payroll Check Date. You further agree that You will cooperate with Sage Payroll to recover funds paid to any employee or any other nonemployee account in error, or in the event a debit entry to the Your Account is returned for any reason.

23.4. Description of Direct Deposit Services.

(a) You engage Sage Payroll to make collections and payments for Your direct deposit liabilities based on the information provided by You.

(b) Sage Payroll, through the Originating Bank, will initiate debits to Your Account and credit the financial institution accounts of the Payees.

(c) You agree that prior to the initiation of the first credit to any Payee, You shall obtain a written authorization signed by such Payee (the "Payee Authorization"), in a form that complies with NACHA Rules. This form shall authorize the initiation from time to time of credits to such Payees' accounts as well as authorize the debiting of such accounts in order to recover any funds credited to such accounts in error or in the event a debit entry to Your Account is returned for any reason. You agree to have Sage Payroll credit or debit Payees' accounts for net changes to payrolls that are reprocessed for any reason. You shall retain the original signed Payee Authorization, or duplicates of the original, regardless of the manner in which stored (electronic, photocopied, etc.), during the period such Payee Authorization is in effect and for a period of two years after the termination or revocation of such Payee Authorization, and shall furnish such original or copy to Sage Payroll upon Sage Payroll's request.

(d) You hereby represent and warrant to Sage Payroll that: (i) each credit to the account of a Payee and each debit reversing one or more previous such credits will be timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by You; (ii) at the time any credit is made to the account of any such Payee, You have no actual knowledge of the revocation or termination of such Payee's Authorization; (iii) each debit to the account of a Payee (reversing a prior credit) will be for a sum which is due and owing; (iv) Your payment by means of electronic credits complies with all laws applicable to You and Payee with respect to such payments; and (v) You will have good, collected funds available in Your Account for the purpose of honoring every debit made by Sage Payroll in connection with the services described herein.

23.5. Termination.

(a) Notwithstanding anything to the contrary contained in this DD Agreement, You acknowledge and agree that this DD Agreement may be immediately terminated at Sage Payroll's option and without prior notice, and that Sage Payroll will have no further obligation to You to provide any Services if any one of the following occurs (a "Termination Event"): (i) any debit to Your Account for funding is returned to Sage Payroll or the Originating Bank or You have defaulted in the payment of any sum of money owed to Sage Payroll; (ii) any representation presented by You is incorrect in any material respect; (iii) You shall default in the observance or performance of any agreement, covenant or obligation pursuant to this DD Agreement; (iv) (a) You terminate operations, (b) a receiver, custodian, trustee or liquidator becomes responsible in any manner for You or any of Your assets, (c) You are unable to pay Your debts as the debts become due, (d) You make any assignment for the benefit of Your creditors, (e) You become the bankrupt party under the United States Bankruptcy Code (as now or hereafter in effect), or either involuntarily or voluntarily becomes the subject of any other law relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or composition or adjustment of debts; (v) the Originating Bank notifies Sage Payroll that it is no longer willing to originate debits and credits for You for any reason whatsoever (including without limitation, the return of a debit entry or insufficient or uncollected funds); (vi) the Debit Authorization is terminated (unless replaced by another Debit Authorization); or (vii) Sage Payroll's agreement with the Originating Bank is terminated.

(b) Subject to 23.2 (e) above, either party may terminate this DD Agreement without cause with written notice to the other party.

23.6. Limitation of Liability.

- (a) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) Sage Payroll shall use due care in providing the Services pursuant to this DD Agreement, but shall have no responsibility for correcting errors which are due to the Your negligence or incompleteness or inaccuracy of information provided by You or Your employees or agents (including, but not limited to, the payroll contact submitted to Sage Payroll).
- (c) Sage Payroll's role is that of a processor of direct deposit information supplied by You. Sage Payroll is not an agent of You, and specifically disclaims any fiduciary relationship with You. Sage Payroll's Services specifically exclude tax, financial, employment and/or legal advice. You should seek such advice from an attorney, certified public accountant and/or other finance or tax professional, as appropriate.
- (d) You agree that You remain responsible for any obligation imposed on You by law to maintain records regarding Your business or employees. You further agrees that You remain solely responsible for the timely provision of complete and accurate information as required and/or necessary for the performance by Sage Payroll of Services pursuant to this DD Agreement. You agree to timely verify such information upon request and to correct any errors in such information immediately upon the discovery. If the data submitted by You is incorrect, incomplete or not in proper form, whether due to You or Sage Payroll, then You agree to pay Sage Payroll its standard rate then in effect for any additional work performed to correct such data. You agree it is responsible for the consequences of any instructions You give to Sage Payroll as well as Your failure to supply accurate information to Sage Payroll, whether directly or through Sage Payroll.
- (e) Sage Payroll's liability with respect to this Agreement to the extent permitted by applicable law is limited to the remittance to appropriate payees of funds held on behalf of You or other correction of any error due to Sage Payroll's negligence.
- (f) SAGE PAYROLL SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR OTHER ECONOMIC LOSS EXPERIENCED BY YOU OR ANY THIRD PARTY.
- (g) Sage Payroll shall not be liable for failure to provide the Services herein if due to causes or conditions beyond its control. You recognize that Internet service provider interruptions that prevent You from entering and/or transmitting direct deposit information are beyond Your control and You agree that Sage Payroll shall not be liable for any resulting damages or losses resulting from such interruptions. Sage Payroll also shall not be liable for any fraudulent or dishonest acts or omissions of Your officers, employees or agents, whether involving Your use of the Services or otherwise, or any such acts or omissions.
- (h) Your sole liability arising out of contract, negligence, warranty, strict liability under tort, or any other cause of action, except as otherwise specifically set forth herein, shall be limited to the amount of any fees actually paid by You to Sage Payroll during the preceding twelve (12) months after the last act giving rise to the cause of action. Any action by You must be brought within one (1) year of the date on which the cause of action arose.
- (i) Sage Payroll's sole liability under this Agreement for money damages resulting from claims made by You arising from or related to fraudulent or dishonest acts or omissions of Sage Payroll's Officers, Employees or Agents shall be limited to the actual loss of funds caused solely and directly by such fraudulent or dishonest acts or omissions.
- (j) The limitations of liability and damages provided for in this DD Agreement are material elements of this DD Agreement. You acknowledge and agree that absent such limitations, Sage Payroll would not otherwise be able to provide the Services set forth in this DD Agreement on an economic basis.

23.7. Indemnification.

- (a) You agree to indemnify Sage Payroll and to hold Sage Payroll harmless from all loss, damages and expenses (including reasonable attorneys' fees) in connection with any claim which may arise out of or result from (a) Your furnishing of incomplete or inaccurate information to Sage Payroll for use in connection with Sage Payroll's performance under this DD Agreement; (b) a Termination Event described in 23.5 (a) (i) – (vi); or (c) Your breach of the NACHA Rules.
- (b) The accuracy and the integrity of the Services Sage Payroll can provide is limited by the nature of the information You provide. Anything to the contrary contained within this Agreement notwithstanding, compliance with applicable federal, state or other local laws is Your sole responsibility. If at any time Your funds are insufficient to cover the net payroll, related taxes, and processing fees, Sage Payroll's responsibility to perform the Services under this Agreement shall automatically terminate.

23.8. Fees; Payment.

- (a) You agree to pay Sage Payroll processing fees via electronic debit ("Auto Billing") for the Services.
- (b) If You fail to pay any amount due under this DD Agreement, whether by acceleration or otherwise, upon demand by Sage Payroll, You shall pay interest at the rate of 1.5% per month (but not to exceed the maximum allowed by law) on such delinquent amount from the due date thereof until the date of payment. You agree to pay or reimburse Sage Payroll for any and all expenses Sage Payroll may incur, including interest and reasonable attorney fees, in taking action to collect any amounts due Sage Payroll hereunder or in enforcing any of Sage Payroll's rights hereunder.
- (c) Wire transfer fees will be charged in accordance with reasonable and prevailing fees. All wire transfer fees are in addition to, not in lieu of, any other fees payable to Sage Payroll under this DD Agreement.
- (d) All financial institution fees charged by Your financial institution shall be the sole responsibility of You. You shall pay for any financial institution service charges Sage Payroll may incur due to a debit withdrawal request returned to Sage Payroll as being dishonored.
- (e) Sage Payroll shall have the right to increase any and all prices and/or fees at any time upon fifteen (15) days' written notice to You.
- (f) No refund or adjustment will be processed by Sage Payroll until verification is available that good, collected and final funds from You are on deposit in Sage Payroll's account. If You do not honor a debit from Sage Payroll correcting a previous credit entry, then You will refund to Sage Payroll the amount of such credit entry if Sage Payroll already refunded such amount to You, or Sage Payroll may offset the amount against other funds in Sage Payroll's possession.

23.9. Miscellaneous DD Agreement Terms.

- (a) You shall not assign this Agreement without Sage Payroll's prior written consent, which will not be unreasonably withheld. Any attempt by You to assign any of Your rights, duties or obligations that arise under this DD Agreement without such consent shall be void. Sage Payroll may assign this DD Agreement or any of its rights, duties or obligations that arise under this DD Agreement.
- (b) You acknowledge that you have not been induced to enter into this DD Agreement by any representation or warranty by Sage Payroll not set forth in this DD Agreement. This DD Agreement contains the entire agreement between Sage Payroll and You with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
- (c) Sage Payroll reserves the right to amend any of the services provided to You pursuant to this DD Agreement and to amend any of the Universal Terms and Conditions contained herein, any of which amendments shall become effective upon fifteen (15) days' written notice from Sage Payroll to You. Except as otherwise provided herein, this Agreement shall not be modified in any way except in writing, signed by duly authorized officers of Sage Payroll and You.
- (d) If any provision of this DD Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, such provision shall be severable and the validity, legality or enforceability of the remainder of this DD Agreement shall not in any way be affected or impaired thereby.
- (e) Sage Payroll's failure to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of any of Sage Payroll's rights as set forth herein, at law or in equity, nor shall such failure be considered a waiver by Sage Payroll of any other provision or subsequent default by You in the performance of or in compliance with any of the terms and conditions set forth herein.
- (f) This DD Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Georgia. Sage Payroll and You acknowledge and agree that, subject to the requirement of binding arbitration set forth below, the U.S. District Court for the State of Georgia, or if such court lacks jurisdiction, the appropriate court in Fulton County, Georgia, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this DD Agreement. The parties further agree that in the event of litigation arising out of or in connection with this DD Agreement in these courts, they will not contest or challenge the jurisdiction or venue of these courts. Agreement to this term shall serve as an affirmative waiver by You of any challenges to this provision. You understand and agree this term is material to Sage Payroll's entry into this DD Agreement. You further understand and agree that if You pose an unsuccessful challenge to this forum selection provision, You shall reimburse Sage Payroll for all reasonable attorneys' fees and costs incurred by Sage Payroll in connection with defending such challenge. In the event of any express conflict between the terms and conditions of this DD Agreement, or any other Sage Payroll agreement, this Agreement shall govern.

(g) Except as provided herein, the parties agree that any dispute or controversy arising out of or in connection with this DD Agreement or the relationship of the parties hereto, whether such dispute or controversy relates directly or indirectly to the DD Agreement or the relationship of the parties, shall be resolved solely by means of binding arbitration. This requirement of arbitration shall apply regardless of the nature of the claims, defenses or forms of relief sought by any of the parties or third persons, whether legal or equitable. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, specifically including the selection of an arbitrator or panel of arbitrators, if the parties are unable to agree upon such arbitrator or panel. Any such arbitration shall be performed in Atlanta, Georgia. A judgment on the award of any arbitrator(s) may be entered in the state courts of Georgia or United States District Court for the State of Georgia. Sage Payroll may, in its sole discretion, commence an action in any court of competent jurisdiction within the State of Georgia, for any monies due and owing from You to Sage Payroll.

23.10. Attorneys' Fees and Costs. If Sage Payroll is required to arbitrate or take any legal action to enforce the terms of this DD Agreement and is successful in such arbitration or legal action, You agree to pay Sage Payroll all costs, attorneys' fees and interest reasonably incurred as a result of the necessity of such arbitration or action (including those incurred on appeal).

23.11. Tri-Party Relationship. If You signed an addendum documenting a tri-party relationship with respect to the Services where you act on behalf of the customer named in the addendum as said customer's agent. The terms of this DD Agreement do not supersede the addendum terms signed by You and the customer named therein. The addendum shall be applied to the terms of this DD Agreement as if it were original to this DD Agreement and You agree that You are responsible for providing the customer with a copy of this DD Agreement and any amendments or modification thereto.