



Peachtree Direct Deposit Sales Order and Credit Authorization

COMPANY INFORMATION (All fields are required)

Company Legal Name ("Client"):		Federal ID Number:	
DBA name (if applicable):			
Address:		County:	
City:	State:	Zip Code:	
Executive Contact Name:		E-mail Address:	
Phone Number:	Extension:	Fax Number:	
Primary Payroll Contact Name: (Please indicate if it is the same as above)		E-mail Address:	
Phone Number:	Extension:	Fax Number:	
Secondary Payroll Contact Name: (Please indicate if it is the same as above)		E-mail Address:	
Phone Number:	Extension:	Fax Number:	
Please indicate Contact(s) to receive e-mail from Sage Software:	<input type="checkbox"/> Executive <input type="checkbox"/> Primary PR Contact <input type="checkbox"/> Secondary PR Contact		

BANK AND CREDIT REFERENCE INFORMATION (All fields are required)

Payroll Account ABA/Routing Number:	Payroll Account Number:
Bank Name:	Branch:
Bank Contact Name:	Bank Phone Number:
First Credit Reference:	Phone Number:
Second Credit Reference:	Phone Number:

PROCESSING INFORMATION

Payroll Frequency: Weekly Bi-Weekly Monthly Semi-Monthly Other: _____					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimated # of Direct Deposits per Payroll:			Estimated Total Payroll Liability Each Payroll: \$		
Total Number of Employees:			Estimated Start Date for Direct Deposit:		
Peachtree Customer ID (if known):			Peachtree Passport E-mail Address:		

STARTUP FEES

<input type="checkbox"/> Application Fee	\$25 Non-Refundable	\$
<input type="checkbox"/> Service Setup Fee	\$50 One Time Fee	\$
TOTAL STARTUP FEES:		\$
TOTAL AMOUNT DUE WITH SALES ORDER		\$
Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> Credit Card		

CREDIT CARD INFORMATION

Credit Card Type (Visa, MC, AmExp):	Cardholder Name (as it appears on the card):	CVV Code:
Credit Card Number:	Billing Street Address:	
	City:	State: Zip:
Expiration Date:	Signature:	

SIGNATURE

By signing below, the Client authorizes Sage Software, Inc. to obtain a standard factual data credit report through a credit-reporting agency chosen by Sage Software, Inc., and to charge the credit card listed above for the Peachtree Direct Deposit service application fee.

By signing below, the Client further authorizes Sage Software, Inc. to release to the credit-reporting agency a copy of this credit application. The credit-reporting agency is authorized to use this application, or any reasonable reproduction, to obtain information regarding the credit history of the Client. Any reproduction of this credit report authorization and release made by reliable means (for example, photocopy, e-mailed document or facsimile) is considered an original.

By signing below, the Client agrees that they will begin using the Peachtree Direct Deposit service within 60 days of this application. If payroll transactions are not received within the 60-day period, the Client must re-apply for service and any fees that were collected by Sage Software, Inc. will be non-refundable.

Client Signature Date

FOR INTERNAL USE ONLY

Sales Representative:		Date Received:
Promotion Code:		F.H. ID Number:
Sales Manager Approval:		
Additional Notes:		
Lead Referral Source: <input checked="" type="checkbox"/> Certified Consultant <input type="checkbox"/> SSAN Member		F.H. ID Number: 59-1979212
Peachtree Certified Consultant: PCO CONSULTING SERVICES, INC.		Scopus ID: 406642
Address: 5110 MONROE STREET		
City: HOLLYWOOD	State: FL	Zip Code: 33021-7272

Peachtree Direct Deposit Client Authorization To Debit/Credit

Client Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____

Please check the box(es) below that apply to this bank account:

- Direct Deposit transactions
- Billing Fees transactions

Please complete a separate Client Authorization To Debit/Credit form for each option checked above.

Client has executed a Peachtree Direct Deposit Service Agreement ("Agreement"). All capitalized terms that are not defined herein have the same definition as set forth in the Agreement. This Client Authorization to Debit/Credit (this "Authorization") permits Sage Software to Debit and Credit Client's Account at the financial institution listed below ("Bank") and to make Payments to the designated accounts of Clients' employees as set forth below in order to affect the Services.

BANK INFORMATION

BANK Transit/ABA #:	BANK Account #:
BANK Name:	
BANK Address:	
BANK Contact Name:	BANK Contact Phone #:

Est. No. of employees: _____ Direct Deposit Start Date: _____

Federal Taxpayer ID #:

CLIENT UNDERTAKINGS AND AGREEMENTS

In addition to the requirements, terms and conditions to which Client has agreed in the Agreement, Client further agrees as follows:

1. No later than 8:00 a.m. on the second banking day prior to the scheduled payment date, Client will have sufficient funds in the Account to cover the payroll obligation, together with Sage Software's fees and other charges in connection with the Service. This means for a Friday payroll, you must have sufficient funds in your account by 8:00 a.m. Wednesday.
2. Sage Software will initiate an ACH transaction debiting the Account for the payroll obligation and associated fees and charges. The Bank is instructed to honor all such transactions and charge the Account.
3. If an ACH transaction is reversed, or there are insufficient funds in the Account at the time the ACH transaction is cleared, Sage Software may demand that Client initiate direct wire transfers of the required funds to an account or accounts designated by Sage Software for any obligation of Client in connection with the Services from the Account. In addition to such other fees and charges required in connection with the Services, Client shall be responsible for any wire transfer fees. The current wire transfer fee is \$35.00, but may change from time to time.
4. Sage Software may request that Client initiate direct wire transfers of required funds to an account or account designated by Sage Software for any obligation of Client in connection with the Services.

5. Client authorizes Sage Software to Credit the Account when necessary, at Sage Software's sole discretion, for any refund or credit amount due Client.
6. Client agrees that the Bank may comply with any ACH, wire or other transaction initiated by Sage Software pursuant to this Authorization just as if the charge were initiated personally by an authorized representative of Client. Client agrees to pay all fees and charges of the Bank in connection therewith. Client agrees to indemnify and hold harmless the Bank and Sage Software in connection with all ACH, wire or other transactions initiated by Sage Software pursuant to this Authorization.

NOTICE

Client acknowledges that if sufficient funds are not available as required in paragraph (1) above, then: (a) any and all Services may, at Sage Software's option, be immediately terminated, and Sage Software may further terminate the Agreement; (b) upon termination of the Services, neither the Bank nor Sage Software will have any further obligation to Client or any third party with respect to any such Services; (c) Sage Software may take any and all action it deems appropriate to collect monies due Sage Software (which may include charging interest and incurring attorneys fees as provided in the Agreement); and (d) to the extent Sage Software has suffered any losses due to insufficient funds being available as required in paragraph (1) above, Client authorizes Sage Software to pursue any and all remedies available pursuant to the Agreement, at law or otherwise to collect such funds from Client.

This Authorization shall remain in effect unless and until revoked in writing by an authorized representative of Client and until the Bank and Sage Software have each received such notice and have had reasonable time to act upon such notice.

CLIENT: _____
[Legal Name of Client]

By: _____ Date: _____
Authorized Signature

Name: _____

Title: _____

(Must be an authorized signatory on the accounts listed above)

(This Authorization must be executed in duplicate. A counterpart of this Authorization will be provided to the Bank)

Peachtree Direct Deposit Service Agreement

This Direct Deposit Service Agreement ("Agreement") is by and between the undersigned company ("you" or "your") and Sage Software and it governs your use of the Direct Deposit Service ("Service") provided by Sage Software. The Service allows you to provide direct payroll deposits into the accounts of your employees. As used in this Agreement, the terms "Sage Software," "we," "us" or similar words refer to Sage Software, Inc. and our affiliates. Please read this Agreement in its entirety. Your ability to use the Service is conditioned on your acceptance without modification of this Agreement. Upon acceptance by you, this Agreement shall be and become a binding contract between Sage Software and you. You acknowledge and consent to this Agreement by indicating your acceptance below.

THE SERVICE

The Service permits the initiation of electronic withdrawals from your bank Account (defined below) of your payroll payments in order to allow us to make the direct deposit of the payments to your employees. Under certain circumstances, Sage Software may use wire transfer requests or other methods to obtain funds from your Account in order to allow us to make such payments. As used in this Agreement, the term "Debits" refers to the withdrawals of funds from your Account, and the term "Payments" refers to the direct deposits into the accounts of your employees. Debits will also be initiated by us to pay fees for the Service, and for adjustments to these various amounts. Debits and Payments are generally called "Transactions" in this Agreement. We will provide you with the software to facilitate communication of the information necessary to effect Transactions using the Service.

AGENCY AND AUTHORITY TO OBTAIN FUNDS

You appoint Sage Software as your agent for the transfer of monies, including payroll and related payments, from you to those persons designated by you. You authorize Sage Software to process Transactions to and from the bank account or accounts ("Account") you list on the "Client Authorization to Debit/Credit" form for the purpose of making such transfers, any related corrections and adjustments and collection of fees and charges, and to process Transactions to and from the bank accounts of your employees, as provided by you to Sage Software, for the purpose of making such transfers and any related corrections and adjustments, all as further set forth in this Agreement. You authorize and instruct the financial institution holding your Account to honor all Debits and to pay such funds to us in accordance with the Debit instructions.

AUTHORIZATION TO TRANSMIT FUNDS

You shall obtain authorization from each of your employees permitting the direct deposit of their paychecks prior to initiating any Transactions with respect to those employees. You will maintain records of the authorizations for a period of two (2) years after the termination of the authorization, or for the period specified in the Operating Rules (the "Rules") of the National Automated Clearing House Association ("NACHA"). You are responsible for ensuring that all employee direct deposit authorizations comply with the Rules, and you release Sage Software from any liability whatsoever to your employees with respect to Payments made pursuant to the instructions you provide us, regardless of whether or not you have obtained the required authorizations. Sage Software reserves the right to audit all authorization records. We will generally initiate Debit and Credit Transactions through ACH (defined below) transactions. You can learn more about NACHA, ACH transactions and the Rules at www.nacha.org.

SUBMITTING ENTRIES

You will send us information regarding Transactions over the Internet in an online session. At the end of the session, if we have received your information, we will provide you a confirmation. We may notify you if we believe there may be problems regarding the information you have transmitted, however we have no obligation to do so. Your receipt of a confirmation does not mean that your Transactions are error-free. If you do not receive a confirmation, please contact us, as we have likely not received the information you transmitted and the Transactions will not be processed. Information transmitted during sessions taking place after 1:00 pm will generally be deemed to occur on the next business day.

You must send us your transactions at least three (3) banking days before the scheduled payroll Payment date. Debits will be charged to your Account two (2) banking days before the Payment Date. For example, if your employees are to be paid on Friday, you must send us your transactions no later than the preceding Tuesday, and we will Debit your Account to cover the payroll on the Wednesday preceding the Payment date. Debited funds will be deposited into a Sage Software custodial account, where the funds will be held until payments are made. No interest or earnings will accrue to you.

Once your online session is over, you cannot change your Transactions. Most Transactions will be processed through the Automated Clearing House ("ACH"), and you agree that all of your Transactions processed through the ACH will be governed by the Rules.

RETURNED TRANSACTIONS

If a Debit, by which funds are to be transferred from your Account to Sage Software, is not honored for any reason, you agree to pay the amount of the Debit immediately upon

demand by Sage Software, plus interest at the lesser of 18% annually or the maximum rate allowed by law, plus attorney's fees and other costs of collecting the Debit amount as allowed by law. You authorize us to initiate, on your behalf, a wire transfer of funds sufficient to cover the Debit, from your Account. Additional fees incurred for the direct wire transfer of funds may also apply. If you do not comply with any provision of this Agreement, Sage Software may require you to maintain a reserve account balance with Sage Software to cover returns and/or Sage Software may cease processing any further Transactions. Sage Software may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies, and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

If a credit, by which funds are to be transferred from Sage Software to your employees' accounts ("Credit"), is returned, Sage Software will retain the funds and will use those funds to offset your future Transaction liabilities. Sage Software will notify you of returned Credits. If you request that a returned Credit be retransmitted, Sage Software may do so in accordance with the Rules. You agree to pay any costs associated with retransmission.

PASSWORDS

You will be asked to create a PIN, password or other security device or information (the "Security Device") when initiating Transactions. We are entitled to rely on any information we receive from anyone using the Security Device, and will deem such information as having been transmitted by you with your authorization. You agree to safeguard the Security Device, and you authorize and direct Sage Software and financial institutions to carry out Transactions initiated with the Security Device, no matter who initiated them. You will be fully responsible for all activities that occur using your Security Device. We may establish certain security limits on Transactions we will process, such as a maximum number or dollar amount of Transactions. We may change these limits from time to time. For security purposes, we may choose not to disclose them. You agree to notify Sage Software immediately if you have any reason to believe that the security of your account or your Security Device has been compromised.

Should you forget your password or PIN, Sage Software will reset it for you; however, in order to protect the privacy of your accounting/payroll data we will require that you make a request to reset your password/PIN in writing on your company letterhead. Once we receive a password/PIN reset request, we will contact you at the telephone number identified as the primary contact for your company to verify the request. We cannot provide you with your password/PIN unless each step of the re-set process has been completed.

PERFORMANCE DELAYS AND EXCUSE

We shall not be liable in any way if the Service cannot be performed completely or accurately, or without undue delay, because of anything not reasonably within our control, including, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, acts of terrorism, mechanical or electrical failures, governmental acts or regulations, computer malfunction, problems with the Internet, inaccurate or incomplete information that you send us, or acts of third parties.

FEES

The following applies to the Direct Deposit Services:

- a. The application fee is due when you first contact us to arrange for the Service, and a set-up fee is due when you are approved for the Service. We may charge your bank Account or credit card at that time. The Service will begin after we receive all the information we request and have processed it. Our processing may include reviewing credit reports on your business and its principals, and you authorize us to request such credit reports. The information you provide to us must be accurate and complete. Sage Software will not be liable or responsible for any damages, penalties, interest, charges or other liability that results from inaccurate or incomplete information you supply, either in the application or otherwise.
- b. You agree to pay the fees for the Service set forth in the separate fee schedule provided to you. These fees may be modified from time to time (see Modifications to the Services and this Agreement, below).
- c. You agree to pay state, federal or local taxes imposed in connection with the Service other than those taxes assessed directly against us based on our income. These would include, by way of illustration, any sales or use taxes associated with the Service. You agree to pay such taxes as required. If assessed against us, you will reimburse us for such taxes, and we are authorized to Debit your Account in connection therewith.
- d. For purposes of identification and billing, you agree to provide Sage Software with accurate, current and complete information required for us to perform the Service including, without limitation, your legal name, address, telephone number(s), email address, and applicable payment data (i.e., the Account that will be Debited to pay fees and other charges) and to maintain and update this information to keep it accurate, current and complete. Failure to provide and maintain accurate, current and

complete information may, at Sage Software's option, result in immediate suspension or termination of your right to use the Service.

- e. In addition to the fees set forth above, you are responsible for all expenses and charges associated with accessing the World Wide Web or Internet and connecting to the Service, any service fees associated with such access and connection, and for providing and maintaining all equipment necessary for you to make such connection, including, without limitation, computer and modem or other means of access.

CERTAIN ASPECTS OF THE SERVICE

License

You are granted a non-transferable license to use the Service under the terms stated in this Agreement for use in your business or profession. Use of the Service is limited to you and your employees. Title and ownership of the Service and of the copyright in the Service remain with Sage Software. Title and ownership of the accounting/payroll data you enter or up-load into the Service remain with you, with the exception of personal information we capture for registration and billing purposes.

Marketing Materials and Use of Sage Software Marks

Sage Software may provide you with marketing materials or forms containing the Sage Software name, trademarks, service mark, symbols, and logos associated therewith ("Sage Software Marks") from time to time. You will use the Sage Software Marks only in a manner and form approved in writing by Sage Software, and solely in connection with solicitation of employee participation in the Service. All title to and interest in the Sage Software Marks remain with Sage Software. Upon termination of this Agreement, for any reason, you shall not have any further right to use Sage Software Marks.

Privacy and Security

Sage Software understands the need to safeguard your information and records from unauthorized use and disclosure. Sage Software has taken actions, including the use of data encryption, network firewalls and other security devices and systems, to attempt to ensure that your personal and business information is appropriately protected. However, you acknowledge that the Internet is an open system and Sage Software cannot and does not warrant or guarantee that third parties will not intercept business or personal information. Sage Software reserves the right to contact you by email, telephone or other manner to communicate important maintenance or administrative issues.

Site Maintenance

Should we (or our vendors) need to perform maintenance on our hardware or systems relating to the Service, we will attempt to do so in a manner designed not to unreasonably interfere with your use of the Service. We will schedule maintenance during the hours of 1:00 -1:45 am ET Monday through Friday, 3:00 - 5:00 am ET Thursday and 1:00am - 6:00 am ET Sunday. Should a critical maintenance situation arise, we may be required to perform emergency maintenance at any time. During scheduled and emergency maintenance periods, you may be unable to transmit, access, and receive data. You agree to cooperate with Sage Software during scheduled and emergency maintenance periods.

Sage Software partners with high-quality Internet data centers to provide the maximum bandwidth and performance levels for the Service. However, the true performance and speed of Internet access depends on many factors that are outside of our control. We make no warranties or undertakings as to the performance or quality of the Service in this regard.

Quality Assurance Monitoring

For quality assurance, we may monitor or record telephone calls you make to us in connection with the Service.

Limitations and Restrictions

You may use the Service only in connection with the direct deposit of paychecks to your employees pursuant to the terms of this Agreement, and for no other purposes. Under no circumstances may the Service be used for any purpose that is unlawful or otherwise prohibited by this Agreement.

The Services are offered only to business located in the United States of America, and Transactions will be processed only with and through financial institutions operating in the United States of America. The software associated with the Services may not be transmitted outside the United States of America. Violation of these restrictions is a material breach of this Agreement, and will result in the immediate termination of this Agreement.

The Service does not include furnishing any advice of direct deposit to employees. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, services or benefits obtained from the Service, except as expressly provided herein. You may not reverse-engineer, disassemble, or decompile the Service or otherwise attempt to discover the source code or structural framework of the Service.

Recommended Environment

The Service has been designed to work optimally in the environment documented within the system requirements defined on our web site. Any use outside the parameters set forth

therein, if approved by Sage Software, shall require you to pay additional support/maintenance/upgrade costs to Sage Software to support and/or rectify.

Required Updates

The Service operates only with the most recent version (or in some cases, versions) of the Sage Software product you have licensed; so from time to time you may be required to install updates or upgrades (or allow Sage Software to install them electronically) to continue using the Service. Upgrades to your software may require additional cost. Some updates may be provided free or at reduced cost. All users in a multi-user environment must be using licensed copies of the same version of the software. Your failure to obtain and install updates or upgrades could adversely affect your ability to use the Service.

YOUR REPRESENTATIONS AND COVENANTS

You represent, warrant and agree:

- a. There shall be sufficient funds in your Account to satisfactorily fund any Debit.
- b. Each person or entity to which you send Payments has authorized the Payments and any necessary adjustments to be applied to the person's or entity's account.
- c. You will not authorize us to make a Payment if you have actual knowledge that the direct deposit authorization has been revoked or terminated by the recipient.
- d. Your Payments comply with all applicable laws.
- e. In case any Credit to your employee is to be reversed, you agree to notify the affected employee before the reversing entry is sent by us.
- f. You accept any liability you or Sage Software may incur that is caused by Transactions initiated pursuant to your instructions to use or by your use of the Service.
- g. If Sage Software informs you that an account number or other information concerning your Transactions has changed, you must use the corrected information in the future to initiate Transactions, and you will not initiate any Transaction until the correction has been made.
- h. You shall cease initiating Transactions immediately upon your receipt of actual or constructive notice of the termination or revocation of authority to do so.
- i. You shall keep any payroll or other records you need for your reference, even though we may have information about the Transactions in our files.
- j. You shall be solely responsible for compliance with all laws and regulations, whether federal, state, local or ACH rules applicable to automatic and electronic transfers of funds, including those governing correct authorizations by payees, disclosures, notices required in connection with electronic funds transfers and all necessary waivers and releases.
- k. You will indemnify and hold harmless Sage Software, and Sage Software's processing financial institution(s), from any and all claims, lawsuits, demands, damages, costs or other expenses, (including reasonable attorneys fees) resulting from or in any way related to your use of the Service, including but not limited to, (i) your breach of any representation or warranty contained herein or arising by operation of law, (ii) any act or omission by you or your employees or agents, including fraudulent or incorrect transmission of data, or unauthorized or inappropriate access to Sage Software's data files, (iii) your failure to comply with any applicable law, regulation or rule, or (iv) any retrieval of or failure to retrieve funds incorrectly deposited to a payee, except (as to (iv) only) to the extent caused by Sage Software's negligence.
- l. With respect to any matter for which you are to provide indemnification, we will notify you promptly following our becoming aware of a Claim. You shall cooperate as fully as reasonably required in the defense of any claim. Sage Software reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Sage Software.

LIMITATIONS OF WARRANTIES; OUR LIABILITY

THE SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, AND OPERATIONAL HOSTING SERVICES) ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED OR STATUTORY—INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT NEITHER SAGE SOFTWARE NOR ITS AFFILIATES, OR ANY OF THE RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OF EITHER OF THE FOREGOING, WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY OR COMPLETENESS OF CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD,

WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

Sage Software makes no representation or warranty that any form provided by us is sufficient or otherwise in compliance with applicable federal, state, local or ACH legal requirements or rules, including the Rules. We shall have no liability to you for failure of any such forms to comply with such requirements or rules.

The rights and obligations created by this Agreement apply solely to the parties hereto, except with respect to the indemnity provisions applicable to our processing financial institution(s). Neither you nor Sage Software intends that any other third party, including payees, shall benefit from the performance of the duties described herein, or acquire any cause of action or other claim against Sage Software for non-performance of those duties.

In the event we fail to make a Payment as required hereunder, our sole responsibility shall be to correct the error. Unless the failure is a direct result of our willful and intentional failure, we shall not be liable for any other damages resulting therefrom whatsoever, be they direct or indirect, foreseeable or unforeseeable, consequential, punitive or otherwise, all of which are specifically and expressly waived by you. With respect to any other claim or liability that may be asserted by you or any other person or party arising out of this Agreement or the Services, because of the difficulty in fixing actual damages, the parties agree that Sage Software's liability hereunder, if any, shall be limited to liquidated damages in the amount of the total fees paid by you for use of the Service over the twelve months preceding the month in which the event occurred that gave rise to the loss or injury, whether the loss or injury results directly or indirectly from performance or non-performance of Sage Software's obligations under this Agreement, or from the acts or omissions of third parties, including, but not limited to, various courier services, the Federal Reserve Bank, the ACH, the banks with which you or your employees deal, or any financial institutions that receives or originates entries or makes electronic transfers. IN NO EVENT SHALL SAGE SOFTWARE'S LIABILITY TO YOU FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SERVICE DURING THE PRECEDING TWELVE MONTHS. IN NO EVENT WILL SAGE SOFTWARE BE LIABLE FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF SAGE SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MODIFICATION OF THE SERVICES AND THIS AGREEMENT; NOTICES

We reserve the right to change or modify the Services or any portion thereof at any time, including the availability of any functional area of the Service. We may also impose limits on certain features and services or restrict your access to parts of the Service without notice or liability to you.

We reserve the right to change, modify or add to the terms and provisions relating to the use of the Services and this Agreement, including the fees required in connection therewith, at any time upon notice to you. We will provide you with at least thirty (30) days notice of any such changes, modifications or additions, and such changes, modifications or additions shall be and become effective upon the effective date specified in the notice. Your continued use of the Service following the effective date of the notice shall constitute your agreement to and acceptance of such changes modifications or additions.

Notices may be given in writing, such as by mail or courier, or may be given electronically, such as by posting on our web site, by email, or by other electronic message to you as part of a session. The notice will either provide you with the actual modification, or will advise you how to access a complete version of this Agreement as modified. You are responsible for reviewing all changes, amendments and additions

TRANSFERABILITY

You may not assign, sell, distribute, lease, rent, sublicense, transfer, reproduce or republish all or any portion of the Service or your license to use the Service. You may not disclose any of your rights or obligations under this Agreement to any other person.

TERM AND TERMINATION OF THIS AGREEMENT

This Agreement shall be and become effective when executed by you, and shall remain in effect until terminated as provided below.

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. The foregoing notwithstanding, we may terminate this Agreement and discontinue the Service immediately on notice to you of your breach of any of the terms and conditions set forth in this Agreement. We may also terminate the Agreement and discontinue the Service without prior notice upon the occurrence of any of the following events, each a "Termination Event":

- a. There is a regulatory or statutory change limiting our ability to provide the Service.
- b. Any event occurs that is beyond our reasonable control and that makes it unreasonable or impracticable for us to continue providing the Service.

- c. You have ceased to trade, become insolvent, entered into bankruptcy, or are unable to pay your debts, or we have a well-founded belief that any of these applies or is likely to apply.

Upon termination, all rights and obligations hereunder shall cease except your obligation to (y) pay the applicable fees and provide indemnification for any Services performed by Sage Software prior to the effective date of termination, and (z) pay for any items returned subsequent to the effective date of termination. You will not be entitled to a refund of any fees paid by you in connection with the Service prior to termination.

Effective immediately upon termination of this Agreement, Sage Software will destroy all accounting/payroll data that resides within the Sage Software Direct Deposit Service system, except to the extent we are required by law to maintain such data.

OTHER MISCELLANEOUS PROVISIONS

To the extent you are a governmental entity, the only rights granted to you under this Agreement are the rights specifically set forth herein. All other rights with respect to the software you have licensed, the Service and the systems associated therewith are specifically and explicitly reserved to us.

This Agreement is governed by the laws of the Commonwealth of Virginia as applicable to contracts and agreements negotiated and performed solely within that state, regardless of your location. You specifically agree and consent to the jurisdiction of the Superior Court of Reston, Virginia, and agree that any action or dispute arising out of the Service or this Agreement shall be adjudicated solely in such court, and you further agree that you will not assert any claim that such court is not a convenient forum for hearing or addressing such actions or disputes. You also agree that any dispute may be tried by a judge alone, without a jury, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION OR DISPUTE. 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. SAGE SOFTWARE is a registered trademark of Sage Software, Inc.

Company Name

Signature

Title

Date

sage
software

Your business in mind.