

End User License Agreement for Simply Accounting by Sage Products

IMPORTANT - PLEASE READ CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS:

This End User License Agreement for Simply Accounting by Sage products (this "Agreement") is a legal agreement between Sage ("Sage") and you or the company or other persons you represent ("You" and "Your"). If You are located in the United States of America, "Sage" means Sage Software, Inc. If You are located in Canada, "Sage" means Sage Software Canada, Ltd. This Agreement governs the installation and use of the accompanying Simply Accounting by Sage computer software program or add-on product and all related documentation (printed and electronic manuals, guides, bulletins and online help) 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.

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. Student and Trial versions must be registered upon Your first use of the Program, otherwise, You have fifteen (15) days after Your first use of the Program to register and activate Your product or the Program will stop functioning until You register and activate Your product.

1. RETURN AND REFUND POLICY.

If You are a new customer, You must return the Program to Sage 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 or if You are an existing customer and return the Program to Sage within thirty (30) days from Your payment of the associated license fee, as evidenced by Your receipt, Sage will refund the license fee. If you are located in Canada, please contact Customer Service at 1-888-222-8985 for more information on the Sage return policy. If You are located in the United States, please contact Customer Service at 1-866-407-7146 for more information on the Sage return policy.

2. GRANT OF LICENSE.

Subject to Your compliance with this Agreement and Your payment of all applicable fees for the Program (if any), Sage hereby grants to You a perpetual, limited, non-transferable, non-sublicensable, non-exclusive license (the "License") to install and use the Program subject to the

provisions of this Agreement, including the restrictions and limitations applicable to each kind of license and version of the Program set forth below. 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: (y) only one computer or workstation, or personal digital assistant, 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"); or (z) a server and one Client Device; and (ii) accessed and used only by one individual at a time. 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.

(b) Multi-User: If Your License to use the Program is a multi-user license, the Program and related data may be: (i) installed on: (x) up to the number of Client Devices corresponding to the maximum number of individual 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 concurrently is limited to the maximum number of individual 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 individual users or other pre-defined limit authorized; and (ii) accessed and used concurrently by not more than the maximum number of individual users authorized by the License.

(c) Hosted Version: If the Program is hosted under the auspices of an authorized Sage Hosting Partner, the Program may be installed on server hardware located at premises under the exclusive or primary control of the Hosting Partner or its agent.

3.2 Permissible Uses:

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

(b) Not for Resale 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 Sage Premier Advisor 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 <http://www.simplyaccounting.com/student> Web site. If the Program is a Student Version, You may use the Program only for Your personal educational purposes.

(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://www.simplyaccounting.com/education> Web site. 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.

3.3 General Restrictions Applicable to All Kinds of Licenses and Permissible Uses

(a) You may not sell, distribute, lease, rent or sublicense the Program.

(b) 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.

(c) You may not make copies, translations or modifications of or to the Program or any portion thereof, except as permitted in this Agreement. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program.

(d) In addition to the permissible installations set forth above: (i) You may install one (1) copy of the Program for backup purposes in support of Your use of the Program; and (ii) You may install a second copy of the Program for use on either: (y) Your home computer; or (z) a portable computer that You own or use in Your business or profession, to the extent that such computer is used by You as a secondary computer.

(e) You may not install more than one (1) Program on any Client Device.

(f) Use of software, hardware or services that bypass any Program license restrictions and/or reduce the number of Client Devices, concurrent 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"). If the number of Client Devices, concurrent users and/or seats that can potentially connect to the Program exceeds or has the potential to exceed the number of licenses You have obtained, then You must have a reasonable self-enforcing automatic mechanism in place to ensure that Your use of the Program does not exceed the use limits specified for the license You have obtained.

(g) 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.

3.4. U.S. Government Restricted Rights. The Program is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in paragraphs (a) – (d) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, or Section 227.7202 of the DFARS. The Manufacturer is Sage. Sage's address in the United States is 56 Technology Drive, Irvine, California, 92618; Sage's address in Canada is 50 Burnhamthorpe Road West, Suite 700, Mississauga, Ontario L5B 3C2.

4. LIMITED WARRANTY.

4.1 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 Getting Started Guide is found in the Help menu of Your Simply Accounting by Sage

software (the "Documentation") for a period of sixty (60) days from Your purchase, as evidenced by Your receipt (the "Limited Warranty Period"), provided that: (a) the Program is used on the Client Device for which it was designed; (b) You or a third party acting at Your direction have not operated the program in a manner outside of the parameters outlined in the Documentation; and (c) all product updates that Sage made available to You have been properly installed. 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 Canada. Sage does not represent or warrant that Your use of the Program will be uninterrupted or error free.

4.2 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 4.2 states Your SOLE AND EXCLUSIVE REMEDY for any breach of warranty hereunder.

4.3 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 or give any representation, warranty condition or guarantee with respect to the Program, except for the limited warranty and remedy stated in Sections 4.1 and 4.2 of this Agreement, and You may not rely on any such unauthorized representation, warranty, condition or guarantee.

5. DISCLAIMER OF WARRANTIES.

5.1 The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTIONS 4.1 AND 4.2 OF THIS AGREEMENT, THE PROGRAM AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND SAGE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE PROGRAM AND ANY RELATED SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) SAGE DOES NOT WARRANT THAT THIS SOFTWARE IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS; AND (B) SAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES: (I) OF MERCHANTABILITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE ACTING AS A CONSUMER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.

5.2 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.

5.3 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; (b) that the Student Version shall be operable only for fourteen (14) months; and (c) that data or other information used with, processed by and/or stored in conjunction with the Student Version may be converted if you upgrade to the Premium or Enterprise version of the full retail product upon termination of this Agreement. 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.

5.4 Any Sage Premier Advisor 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 Premier Advisor or Certified Consultant or any reseller, installer or consultant and You are encouraged to independently investigate their skills and qualifications.

6. DISCLAIMER REGARDING LINKS TO EXTERNAL SITES.

The Program includes links to other Web sites 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 Web sites. 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 Web site.

7. EXPORT RESTRICTIONS.

You shall abide by all domestic and foreign federal, state, provincial 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.

8. SUPPORT.

8.1 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. Upon registration of the Program You will receive free customer support for one case within sixty (60) days provided that the Program is registered within fifteen (15) days of Your payment of the license fee, as evidenced by Your receipt. All other customer support requires purchase of a support option, as outlined in any special offers that Sage may from time to time send You, or may be found on the Simply Accounting Web site at www.simplyaccounting.com. Sage does not provide free customer support for the Trial Version, NFR Version or Student Version.

8.2 If you license a Program bundled with a Sage SimplyCARE plan that provides customer support, Your initial license will include one (1) year of Sage SimplyCARE Care with Support service. Sage SimplyCARE Care with Support includes one (1) year, from the date of purchase, of unlimited access to customer support (support specialists reserve the right to limit each call to

one hour or one incident) as well as any new version of Your Program released during this term. At the end of this initial term You will need to renew Your Sage SimplyCARE with Support service for an additional fee in order to receive any future access to customer support.

8.3 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 Obsolescence Policy located on the Simply Accounting Web site at <http://www.simplyaccounting.com/support/obsolescencepolicy/> , You must license an upgrade to the latest version.

9. TERMINATION OF SUPPORT AND OTHER SERVICES.

Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to upgrade the Program. Sage reserves the right to terminate customer support and all other services applicable to the Program in the event that the Program has become inoperable or incompatible with current operating systems, hardware, add-on products, product updates and services or other technologies. To obtain up-to-date information regarding which products, releases and related services are currently supported, contact a customer service representative. If You are not operating a supported release or service, it may be necessary to license an upgrade 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 this Agreement, except to the extent a separate license agreement is provided in connection with such update. Any replacement products or upgrades will be governed by a separate agreement.

10. PAYROLL TAX UPDATES.

If you license a Program bundled with a SimplyCARE plan that provides payroll tax updates, Your initial license will include one (1) year of SimplyCARE with Payroll Services. SimplyCARE with Payroll Services includes one (1) year, from the date of purchase, of payroll tax updates as well as any new version of Your Program released during this term. At the end of this term You will need to renew Your SimplyCARE with Payroll Services plan and pay the applicable fee to receive any future payroll tax updates.

11. OWNERSHIP RIGHTS.

11.1 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.

11.2 Should You decide to submit any materials to Sage via electronic mail, through or to Sage Web site(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.

12. 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/upgrade costs to Sage to rectify.

13. 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.

14. 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 OR ANY OTHER PERSON FOR ANY DAMAGES OR LOSSES ARISING FROM, CONNECTED WITH, OR RELATING TO THE PROGRAM OR RELATED SERVICES OR THIS AGREEMENT, 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 FOR THE USE OF THE PROGRAM, 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, INDIRECT OR ECONOMIC DAMAGE OR LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER BUSINESS INFORMATION, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE SOFTWARE, FOR BUSINESS INTERRUPTION, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH AND GROSS NEGLIGENCE) BY SAGE OR ANY PERSON FOR WHOM SAGE IS RESPONSIBLE, AND 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 the Agreement may not apply to You.

15. TERM AND TERMINATION.

15.1 This Agreement shall commence on the date that You or your representatives first install the Program (the "Initial Installation Date") and shall continue until the earlier of: (a) the date this Agreement expires or is terminated in accordance with the provisions of this Agreement; or (b) Your acceptance of a superseding license agreement.

15.2 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 shall immediately and automatically

terminate; 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, You shall deliver to Sage, or certify that You have destroyed, all copies of the Program.

15.3 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.

15.4 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.

15.5 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.

16. MISCELLANEOUS.

16.1 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. Some third party software products marketed with the Program may be subject solely to terms and conditions of the respective third party software and not to this Agreement.

16.2 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 English, You may request an 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. This Agreement shall be exclusively governed by and construed under the laws of (i) the State of Texas, United States of America, without regard to its conflicts of law principles, and without regard to the United Nations Convention on Contracts for the International Sale of Goods, if the primary use of the Program is in the United States. The parties hereby submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in the appropriate federal or state court located in Texas; or (ii) the Province of British Columbia, without regard to its conflicts of law principles, and without regard to the United Nations Convention on Contracts for the International Sale of Goods, if the primary use of the Program is in Canada. The parties hereby submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in the courts of British Columbia.

16.3 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.

16.4 The Sage logo, Simply Accounting, the Simply Accounting logo and SimplyCARE are registered trademarks or trademarks of Sage or its affiliated entities in the United States, Canada and other countries. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the Program User Guide or the Help About Simply Accounting window within the Program. Other product names mentioned may be service marks, trademarks, or

registered trademarks of their respective owners and are hereby acknowledged.

16.5 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.

16.6 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.**

16.7 Sections 5 (Disclaimer of Warranties), 6 (Disclaimer Regarding Links to External Sites), 11 (Ownership Rights), 14 (Exclusion/Limitation of Liability), 15.2 (Term & Termination), 16.2 (Governing Law) and this Section 16.7 shall survive the expiration or termination of this Agreement.

16.8 This Agreement shall not be modified, except by written agreement signed by the parties hereto. Sage shall not be bound by or liable to You for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone, with respect to the Program, including any Sage Premier Advisor or Certified Consultant or distributor or reseller or their respective agents, employees, or representatives.

16.9 This Agreement is not assignable or transferable, in whole or in part, by You without the prior written consent of Sage. Any assignment or transfer in violation of the terms of this Section shall be null and void.

16.10 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 of suppliers or subcontractors, natural disasters or other acts of God.

16.11 All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (a) if to Sage, to Sage, Attn: Legal Department, 15195 NW Greenbrier Parkway, Beaverton, Oregon 97006 USA; and (b) if to You, to the address You indicated upon Your registration of the Program.

16.12 You authorize Sage to send You information about Sage products and services, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means.