

Supplemental Services Agreement

This Supplemental Services Agreement ("Agreement") governs the Sage Intacct On-Demand Financial Applications services ("Services") provided to the company or entity ("Customer") through the company that provides additional accounting or other software services to Customer ("Service Provider"). The Services are provided by Sage Intacct, Inc., who is a third party beneficiary of this Agreement. BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING THE "I ACCEPT" BUTTON BELOW. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD CANCEL THE REGISTRATION BY EXITING THIS PAGE.

1. Services

1.1 License. Subject to the terms and conditions of this Agreement and the payment of fees to Service Provider, Service Provider grants Customer a non-exclusive, non-transferable, non-sublicenseable right to have its Users access and use the Services for its internal business purposes.

1.2 Users. A "User" is an employee or agent of Customer authorized to use the Services. Each User must have a paid subscription. User subscriptions are for named Users and cannot be shared or used by more than one User but may be transferred to new Users from Users who have terminated an employment or contracting relationship with Customer, or who otherwise no longer require ongoing use of the Services.

1.3 Restrictions. Services are provided by web-based software applications known collectively as the "System". Customer shall not, and shall not allow any third party to, (a) modify, copy, or otherwise reproduce the System in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the System; (c) provide, lease or lend the Services or System to any third party as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the System; (e) modify or create a derivative work of any part of the System; or (f) use the Services or System for any unlawful purpose.

2. Proprietary Rights

2.1 Ownership. Sage Intacct owns all rights, including intellectual property rights, in the Services and System. All rights not expressly granted to Customer are reserved.

2.2 Feedback. Customer, from time to time, may submit comments, information, questions, data, ideas, description of processes, or other information provided to Service Provider or Sage Intacct ("Feedback"). For any and all Feedback, Customer grants to Sage Intacct a non-exclusive, worldwide, perpetual, irrevocable license to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback in its products and services. Customer represents that it holds all intellectual or proprietary rights necessary to grant to Sage Intacct such license, and that the Feedback will not violate the personal, proprietary or intellectual property rights of any third party.

3. Privacy and Security

3.1 Privacy. Sage Intacct, as the operator of the Services, will collect and have access to Customer Data. Sage Intacct will collect, use, and treat Customer Data in accordance with the privacy policy set forth at https://www.sageintacct.com/privacy_policy_full.php in collecting and using Customer Data. "Customer Data" means information collected from, submitted by, or entered by Service Provider or Customer relating to Customer, including, but not limited to, account information, credit card information, bank account information, accounting information, transactions and reports.

3.2 Security. Customer acknowledges that the Internet is an open system and Sage Intacct cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify Customer Data.

3.3 Password. Customer is responsible for maintaining the confidentiality of its passwords, and Customer agrees that Sage Intacct has no liability with regard to the use of such passwords by third parties. Customer agrees to notify Sage Intacct immediately if Customer has any reason to believe that the security of Customer's account has been compromised.

4. Availability

Scheduled and unscheduled interruptions may occur, and there is no warranty or guarantee of uninterrupted availability of the Services. Normal software or hardware upgrades are scheduled for nights and weekends, Pacific Standard Time, and designed to cause a minimum amount of interruption to Services and System availability. During these interruptions, Customer may be unable to transmit and receive data through the Services. Customer agrees to cooperate with Sage Intacct during interruptions if assistance from Customer is necessary in order to restore the System to working order. In addition, the Services, or any features therein, may be modified or suspended by Sage Intacct at any time.

5. Support

All support for Customer's use of the Services will be provided by Service Provider, and not by Sage Intacct.

6. Term and Termination

6.1 Cancellation. Customer may terminate this Agreement in conjunction with the termination of its agreement for services for Service Provider. Customer acknowledges that Sage Intacct may terminate Customer's access to the Services if Service Provider is not current on Customer's account, or for any other reason.

6.2 Termination for Breach. Sage Intacct also reserves the right to restrict, suspend or terminate Customer access to the System in whole or part without notice and without liability in the event of a Customer breach or threatened breach of this Agreement.

6.3 Customer Data. If this Agreement is terminated by Sage Intacct for reasons other than Customer breach, Customer Data will be made available to Customer either from Sage Intacct or through a third party offsite vault storage provider for up to ninety (90) days after termination. Charges may apply.

7. Warranty

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER AND INTACCT DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, COURSE OF DEALING, TRADE USAGE, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER INTACCT NOR ANY SYSTEM, SERVICES, DOCUMENTATION, DATA, OR MATERIALS PROVIDED BY INTACCT WILL BE CONSTRUED AS PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO CUSTOMER, END USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

8. Indemnification

Customer shall defend, indemnify and hold Service Provider and Sage Intacct harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims made or brought against Service Provider or Sage Intacct by a third party alleging that the collection and use Customer Data infringes the rights of a third party; provided, that Service Provider or Sage Intacct (a) provides prompt written notice of such claim to Customer, (b) grants Customer the sole right to defend such claim, and (c) provides to Customer all reasonable assistance.

9. Limitation of Liability

IN NO EVENT SHALL SERVICE PROVIDER OR INTACCT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF INTACCT AND SERVICE PROVIDER REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) SHALL BE LIMITED TO \$10,000.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY, SO SECTIONS 7 AND 9 MAY NOT APPLY TO CUSTOMER.

10. Miscellaneous

10.1 Governing Law Arbitration; Venue. The validity, construction and interpretation of this Agreement shall be governed by the internal laws of the State of California, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim or action arising out of or relating to this Agreement shall be settled by binding arbitration in Santa Clara County, California, under the rules of the American Arbitration Association by 3 arbitrators appointed in accordance with such rules. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California for any action permitted under this Section, challenge to this Section, or judgment upon the award entered.

10.2 Assignment. This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Such consent is not required in connection with the assignment of this Agreement pursuant to a merger, acquisition or sale of all or substantially all of the assigning party's assets.

10.3 Force Majeure. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

10.4 Service Provider Agreement. This Agreement supplements any other agreement between Customer and Service Provider. In case of any conflict between this Agreement and such other agreement with respect to the provision of the Services, the terms of this Agreement shall control.