

Sage Software Canada, Ltd. Terms of Service for Sage Billing Boss

IMPORTANT - PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS:

This Sage Software Canada, Ltd. Terms of Service for Sage Billing Boss (the "Agreement") is a legal agreement between You or the company that You are authorized to represent ("You") and Sage Software Canada, Ltd. ("Sage"). This Agreement governs your use of Sage Billing Boss (the "Service"), the Sage Billing Boss Web site, available at <http://www.billingboss.com> (the "Site"), and Sage's data (the "Data"). You acknowledge and accept the terms and conditions of this Agreement by using the Service.

IF YOU DO NOT AGREE WITH THESE TERMS YOU SHOULD NOT USE THE SERVICE.

License. During the term of this Agreement, Sage grants You a non-exclusive, non-transferable, limited license to use the Service at such time as it is generally available solely as permitted by these terms. This Agreement does not grant You access to Sage's software, data, or property other than for the purposes of using the Service.

Eligible Providers. You understand and agree that the actual performance of the Service may be made by Sage, one or more affiliates of Sage, or subcontractors of any of the foregoing entities (collectively, the "Eligible Providers"). For purposes of this Agreement, performance of the Service by any Eligible Provider shall be deemed performance by Sage itself. Sage shall remain fully responsible for the performance or non-performance of the Service by any Eligible Provider, to the same extent as if Sage itself performed or failed to perform such services. You agree to look solely to Sage, and not to any Eligible Provider, for satisfaction of any claims You may have arising out of this Agreement or the performance or nonperformance of Service.

Usage Limitations, Obligations and Availability. You agree that You will not provide access to the Service to any party other than yourself and other joint owners of your Service account, and You will take reasonable precautions to safeguard your password (the "Access ID") and keep it confidential. You agree to use the Service and the Data only for lawful purposes. You agree not to resell, duplicate, reproduce or exploit any part of the Service without prior written permission from Sage. You may not use the service to store, host, or send unsolicited e-mail ("SPAM") or SMS messages. You may not use the Service to transmit any viruses, worms, or malicious content. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Service. You must maintain the confidentiality of your assigned user name and Access ID for the Service and You are responsible for all charges incurred under your user name and Access ID, unless otherwise provided under these terms. The availability of the Service, the Site and the Data may be subject to interruption and delay due to causes beyond Sage's reasonable control.

Changes to the Service and this Agreement. Sage reserves the right to, at any time, make changes to the Service and this Agreement, including impacting Service fees, in Sage's sole discretion and from time to time, without notice to You except as required by applicable law. Your use of the Service after any changes will constitute your agreement to the change. If You do not agree to any amendments or Service changes, You should stop using the Service and terminate this Agreement. Sage will not be liable for any modification, suspension or discontinuance of the Service except as expressly provided herein.

Privacy. Sage does not sell individual customer names or business information to third parties. Sage Software's Privacy Policy is available at <http://www.sagenorthamerica.com/Privacy-Policy>. By using the Service, You authorize Sage to use the information to provide the Service subject to Sage's Privacy Policy.

Fees. There is no charge for the Service at this time.

Third Party Services. Optional products and services may be available to You through the Service and may require a credit card, 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. In order to access certain of these Add-On Products and Services, Sage allows You to link with other Web sites that are owned by third-party vendors (the "Vendors"). 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 the Vendors. Matters relating to credit transactions, such as charge backs of credit card charges, are the responsibility of the institution that handles your account.

Disclaimer Regarding Links To External Sites. The Service may include 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.

Feedback. Sage may provide you with a mechanism to provide feedback, suggestions and ideas about the Service or other Sage online products and services ("Feedback"). You agree that Sage may, in its sole discretion, use the Feedback in any way, including but not limited to in future modifications of the Service, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Sage a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, reproduce, modify, create derivative works from, perform, distribute and display for any purpose any information you provide to Sage in the Feedback.

Consent to Electronic Communications. The Service is an electronic, Internet based-service. Therefore, You understand and agree that the Service can be used for transmission of your content and that during processing, your content, including invoices, payment reminders and personal messages, may be transferred unencrypted over the Internet. You also understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means: 1. This Agreement and any amendments, modifications or supplements to it; 2. Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; and 3. Any other communication related to the Service.

Term and Termination. You may terminate this Agreement at any time, provided, however, that Sage may require You to contact Client Services via telephone to arrange for account closing and to confirm your identity. Sage may terminate this Agreement at any time upon notice to You, which may be delivered via e-mail to your email address reflected in Sage's records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to Sage from You, nor shall termination affect your liability or obligations under this Agreement.

Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE AND THE DATA IS AT YOUR OWN RISK, AND THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT WILL SAGE, ITS PARENT AND/OR AFFILIATED COMPANIES BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE SERVICE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

Other Provisions. Sage may assign this Agreement to any future, directly or indirectly, affiliated company. Sage may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and construed under the laws of the Province of British Columbia. You hereby consent to the jurisdiction of the courts of British Columbia with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement. The parties agree that any communication relating to the Agreement sent via e-mail constitutes a "writing" for all purposes, including the giving of notice, hereunder. The captions of Sections herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. As to Québec, it is agreed and accepted that this Agreement be made 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*

Entire Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between You and Sage related to the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between You and Sage relating to the subject matter of this Agreement. If there is a conflict between what an employee of Sage says and the terms of this Agreement, the terms of this Agreement will prevail.