



Intacct Check Delivery Service Supplemental Terms and Conditions

Last Updated Date: November 11, 2014

These Supplemental Terms and Conditions ("**Supplemental Terms**") are a legal agreement between you and Sage Intacct, Inc. ("**Intacct**"), a Delaware corporation, which are specific to and that govern access to and use of the Intacct Check Delivery Service ("**Check Service**").

The Check Service is accessed through Intacct's Service or Services. "**Service or Services**" means the services and other items Intacct provides through the website at intacct.com. Your access to the Intacct Service is governed by the Terms and Conditions, Terms of Service, Supplemental Services Agreement or other such agreement you previously entered into with Intacct. As they pertain to the Check Service, in the event of a conflict between these Supplemental Terms and any prior agreement you have entered into with Intacct, these Supplemental Terms will prevail.

By subscribing to the Check Service you are agreeing to and accepting these Supplemental Terms. If you are accepting on behalf of another person or entity, then you represent and warrant that you have the authority to bind that person or entity, you have read and understood this agreement, and you agree on behalf of that person or entity to this agreement (and, other than these representations, "you" refers to that person or entity).

1. Description

Intacct and its supplier(s) will provide you with check processing, including but not limited to the processing of payments to third parties as designated by you. Intacct and its supplier(s) will complete the information on each check as provided by you.

2. Data

Data entered by you in conjunction with the Check Service "Check Data" is, and will be considered to be, data entered by you into the Intacct Service. You are solely responsible for the accuracy of data entered. You are solely responsible for validation of all banking and other information, including, but not limited to, account information, dating of checks, and bank approvals. Intacct and its supplier(s) shall not assume any liability for any communication to payees on your behalf, the printing and mailing of checks at the direction of you, or the accuracy or appropriateness of information contained in any check as Intacct and its supplier(s) will only pass-through information provided by you to your payees.

3. License

You hereby grant Intacct and its supplier(s) an irrevocable, perpetual, world-wide, non-exclusive license to use, reproduce, store, encode, resize, reformat, host, process and otherwise modify, translate, maintain or prepare derivatives, and perform, display, disseminate and distribute the Check Data and to otherwise deal with such Check Data only as may be reasonably necessary for Intacct and our supplier(s)

to provide the Check Service to you. You represent and warrant that you have the right to grant the license above and that you have obtained all necessary consents to release any Check Data provided to Intacct, including but not limited to, payee information.

4. Proper Use

You agree that all checks will be issued solely for the purchase of and payment for goods and services acquired for legitimate business purposes.

5. Post Dating

The Check Service allows for post-dating of checks. You acknowledges that you have been informed that upon your submission of instructions to Intacct, checks are automatically printed and remitted to a designated payee upon processing. Consequently, any post-dated checks may be remitted to a payee prior to the date on the check. YOU ACKNOWLEDGE AND AGREE THAT ANY CONSEQUENCES OR DAMAGES ARISING OR RELATED TO YOUR DECISION TO POST DATE A CHECK SHALL BE BORNE ENTIRELY BY YOU AND INTACCT AND ITS SUPPLIERS SHALL NOT ASSUME ANY LIABILITY WITH RESPECT THERTO.

6. Fees

Fees for the Check Service will be detailed at the time of your subscription to the service or at the time of your subsequent ordering of additional Check Service.

7. Time Limit on Actions

Any claim or cause of action arising out of or related to these Supplemental Terms must be filed by you within one (1) year after such claim or cause of action arose or forever be barred.

8. Term

These Supplemental Terms will be in effect so long as you are subscribed to the Check Service.

9. No Warranty

You acknowledge and agree the Check Services are made available on an "as is," "as available" basis. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTACCT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CHECK SERVICE, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

10. Limitation of Liability

IN NO EVENT WILL INTACCT OR ITS SUPPLIER(S) BE LIABLE TO YOU 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'S AND ITS SUPPLIER(S) DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE TOTAL AMOUNT PAYABLE TO INTACCT UNDER THIS AGREEMENT OVER THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES.

11. Amendments

From time to time, Intacct may amend these Supplemental Terms in its sole discretion. Intacct will post the amended terms on the Intacct website at this location.

12. Governing Law, Arbitration, Venue

The validity, construction and interpretation of the agreement will 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, including the determination of the scope or applicability of this agreement to arbitrate, will be settled by binding arbitration in Santa Clara County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. The parties consent to the jurisdiction and venue of the federal and state courts located in Santa Clara County, California for any action permitted under this paragraph, challenge to this paragraph, or judgment upon the award entered.

13. Interpretation

Headings in this agreement are for reference purposes only and will not affect the interpretation or meaning of this agreement. If any provision of this agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

14. Export Control & FCPA

By using the Check Service, you agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with your use of the Services. In particular, but without limitation, the Services may not, in violation of any Laws, be exported or re-exported (1) into any U.S. embargoed country or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you agree to comply with the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010 and any other anti-bribery or anti-corruption laws of any country in which you conduct business, as such laws are currently in effect and may be amended from time to time.