



Simply Accounting Business Partner Programs
(Simply Accounting Solution Provider and Certified Consultant Programs)
Terms and Conditions

1. Definitions.

(a) "Agreement" means the agreement between you and ACCPAC ("ACCPAC", as defined below) concerning your participation in either (i) the ACCPAC Simply Accounting Solution Provider Program (the "Solution Provider Program") or (ii) the ACCPAC Simply Accounting Certified Consultant Program (the "Certified Consultant Program") (collectively, the "Program"), as evidenced and governed by the Agreement Terms (defined below).

(b) "Agreement Terms" means (i) the sign-up form or enrollment application which you submitted to apply for membership in the Program (the "Application"), (ii) these terms and conditions ("Terms and Conditions"), (iii) the benefits, requirements and fees of the Solution Provider Program and the Certified Consultant Program as they may change from time to time ("Program Requirements"), as set forth at www.simplyaccounting.com/info/partnerprograms (iv) the ACCPAC Style Guide at www.accpac.com/legalnotices ("Style Guide"), and (v) the applicable demonstration license as set forth in the End User License Agreement (hereinafter referred to as the "Demonstration License Agreement" or "DLA") at www.accpac.com/legalnotices.

(c) "Product" means the software product listed in the Program Requirements, and "Demonstration Product" means a demonstration version of the Product.

2. ACCPAC Simply Accounting Solution Provider and Certified Consultant Programs. You agree to comply with all Agreement Terms and acknowledge that you have access to the World Wide Web and the ability to send and receive electronic mail or "email." ACCPAC may in its sole discretion terminate the Program or change any Agreement Terms from time to time. Any such change shall be effective thirty (30) days after email or written notice to you at the applicable address set forth in the Application, subject to your termination right in Section 5. Your participation in the Program and the validity of the Agreement is conditioned upon your complying at all times with the Agreement Terms, including without limitation payment of fees under the Program Requirements ("Fees"). All Fees are earned by ACCPAC upon payment and are non-refundable, except that if you terminate the Agreement as provided in Section 5 within sixty (60) days after the Effective Date, you will receive a full refund of all initial Fees paid to ACCPAC upon return to ACCPAC of all Product, Demonstration Product, and other materials provided to you.

3. Demonstration License. ACCPAC hereby grants you a limited non-transferable, non-sublicensable, revocable and non-exclusive license to install and run the Demonstration Product solely on computer(s) owned or controlled exclusively by you. Your use of the Demonstration Product is limited to not more than the number of concurrent users and/or seats specified in the Program Requirements or in a separate written notice from ACCPAC to you, as applicable. All use of the Demonstration Product is subject to the DLA. You may use the Demonstration Product only for (i) internal use, (ii) client write-ups, and (iii) preparation of financial statements based on journalized transactions for individual clients. You may not distribute, relicense, resell, transfer, rent or install for any third party the Demonstration Product or any Product. ACCPAC reserves the right to authorize any number of other consultants to use or recommend the Product.

4. Use of Marks. You may not use the name, logo or any other trademarks or service marks of ACCPAC ("ACCPAC Marks") in any communications, advertising, signage, marketing materials, brochures or any other materials in any form or in any medium except as set forth in the Program Requirements and in strict compliance with the Style Guide. Participant will cease using any materials containing any ACCPAC Mark immediately upon termination of the Agreement for any reason, or at any time sooner, upon written request by ACCPAC. Participant agrees not to use ACCPAC Marks or potentially confusing variations of ACCPAC marks (including "ACC") as a part of a product name, service name, company name, Internet address or similar designation, or in any manner that suggests a relationship with ACCPAC other than that which exists under this Agreement. Participant shall not apply for registration of the ACCPAC Marks (or any mark confusingly similar thereto) anywhere in the world.

5. Term and Termination. The term of the Agreement will begin on the date you receive notice from ACCPAC that you have been accepted into the Program, and will continue thereafter for one (1) year, at which time the term shall automatically renew for additional one (1) year periods, unless sooner terminated in accordance with this Section. Either party may terminate the Agreement upon thirty (30) days' written notice to the other. Upon expiration or termination for any reason, all rights granted to you herein will terminate and you must return or

destroy, at ACCPAC's option, all Product, Demonstration Product, related documentation and other ACCPAC materials provided to you under the Agreement. Termination of the Agreement will not terminate any of your outstanding payment obligations to ACCPAC under the Agreement.

6. General Provisions. The parties are independent contractors, and the Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between the parties. Neither party may assume or create any obligations or make any representations, warranties or commitments on behalf of the other party, whether express or implied, or bind the other party. You may not assign or transfer any of your rights or obligations under the Agreement. The Agreement has been executed in, and shall be governed by the laws of, California. In the event of any litigation or other proceeding concerning the Agreement, (a) the parties accept venue and jurisdiction in either (i) the California state courts in Alameda County, California, or (ii) the U.S. federal courts for the Northern District of California, and (b) the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

7. Definition of ACCPAC. As used herein, "Invoiced Office" means the office to which ACCPAC sends your invoice for Fees. The meaning of the term "ACCPAC" depends on the location of the Invoiced Office as follows:

7.1 Africa. If the Invoiced Office is in South Africa, Lesotho, Swaziland, Mauritius, Botswana, Namibia, Zimbabwe, Zambia, Tanzania, Kenya, Ghana, Nigeria, or any other country on the continent of Africa, "ACCPAC" means ACCPAC Africa (Pty) Ltd., a company formed under the laws of the Republic of South Africa.

7.2 Asia. If the Invoiced Office is in Bangladesh, Cambodia, China, Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand or Vietnam, "ACCPAC" means ACCPAC Software International Pte Ltd., a company formed under the laws of Singapore.

7.3 Australia and South Pacific Areas. If the Invoiced Office is in Australia, New Zealand, Papua New Guinea, Fiji or Vanuatu, "ACCPAC" means ACCPAC Australia Pacific, Inc., a California corporation.

7.4 Canada. If the Invoiced Office is in Canada, "ACCPAC" means ACCPAC Canada Inc., a company formed under the laws of New Brunswick.

7.5 Europe and the Commonwealth of Independent States. If the Invoiced Office is in Belarus, Belgium, Cyprus, France, Germany, Hungary, Ireland, Kazakhstan, Monaco, Netherlands, Poland, Romania, Russia, Spain, Switzerland, the Ukraine, the United Kingdom, or any other country in the European Union or the Commonwealth of Independent States, "ACCPAC" means ACCPAC Europe Limited, a company formed under the laws of the United Kingdom.

7.6 India. If the invoiced office is in India, "ACCPAC" means ACCPAC India Pvt. Ltd., a company formed under the laws of India.

7.7 Latin America and Caribbean. If the Invoiced Office is in Argentina, Brasil, Colombia, Costa Rica, Guatemala, Guyana, Ecuador, El Salvador, Panamá, Perú, Venezuela, Bahamas, Jamaica, Barbados, Antigua, Saint Lucia, Trinidad and Tobago, Cayman Islands, Haiti, Aruba, Curacao, Dominican Republic, Bermuda or any country on the continent of South America, "ACCPAC" means ACCPAC Management, Inc., a California corporation.

7.8 Mexico. If the Invoiced Office is in Mexico, "ACCPAC" means ACCPAC Mexico, S.A. de C.V., a company formed under the laws of Mexico.

7.9 Middle East. If the Invoiced Office is in United Arab Emirates, Bahrain, Egypt, Jordan, Kuwait, Lebanon, Oman, Qatar or Saudi Arabia, "ACCPAC" means ACCPAC Middle East, FZ-LLC, a limited liability company formed under the laws of the Emirate of Dubai, United Arab Emirates.

7.10 United States. If the Invoiced Office is in the United States, "ACCPAC" means ACCPAC International, Inc., a Delaware corporation.

7.11 Other Areas. If the Invoiced Office is in a country not listed above in this Section, "ACCPAC" means ACCPAC Management, Inc., a California corporation.