

# “All In One” Software Saves Tax Pros Time and Money ...Guaranteed!

## Automated Tax Office Manager, LLC (ATOM)

4600 W. Saginaw Hwy, Lansing, MI 48917

**Call:** 877-323-4850

**Email:** sales@ATOManager.com

**Fax:** 517- 323-4840

**Web:** www.ATOManager.com



### YOUR COMPANY INFORMATION

Primary Contact: \_\_\_\_\_ Company: \_\_\_\_\_

E-Mail: \_\_\_\_\_ How did you hear about us: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Can we send you text messages? Yes No

Tax Prep Software: \_\_\_\_\_ EFIN: \_\_\_\_\_ # of Tax Returns: \_\_\_\_\_

#### SOFTWARE FEES

(Includes: Unlimited Users/Clients/Storage, online hosting and backup, training videos, and automatic software upgrades for ONE year)

#### COST

One Office: **(\$79/Mth. or \$799/Yr.)**.....

\$

Additional Office(s): **(\$49/Mth. or \$499/Yr.)**.....

\$

**One Time Non-Refundable Set-Up Fee:**

\$

**300.00**

(Includes: Data Conversion, Unlimited Training, Unlimited Support).....

My contract subscription expires on December 31, 2019.

**TOTAL**

\$

### LICENSE AGREEMENT

By signing, I agree to the terms and conditions outlined on the back of this Price and Order Form:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PAYMENT METHODS

**DISCOVER, MASTER CARD, VISA, AMEX OR CHECK (payable to: ATOM Software)**

Card Number \_\_\_\_\_ Exp.Date \_\_\_\_\_

Cardholder's Name (Please Print) \_\_\_\_\_ CVV# \_\_\_\_\_

Signature: \_\_\_\_\_

**I want to sign up for automatic renewals and receive 10% OFF next year's renewal fee: YES NO**

The Annual Renewal Fee is \$799 for ONE office and \$499 for additional offices.

**\*\* Automatic renewal payments will be processed on or before May 31, 2019 \*\***



# The Automated Tax Office Manager 2019 License Agreement

The Automated Tax Office Manager, to be referenced as ATOM, is owned and created by AUTOMATED TAX OFFICE MANAGER, LLC. AUTOMATED TAX OFFICE MANAGER, LLC to be referenced as AUTOMATED TAX OFFICE MANAGER.

THE SOFTWARE PROVIDED BY AUTOMATED TAX OFFICE MANAGER IS PROVIDED WITHOUT WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AUTOMATED TAX OFFICE MANAGER OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS PROFITS OR SPECIAL DAMAGES, EVEN IF AUTOMATED TAX OFFICE MANAGER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THE FOREGOING LIMITATION MAY NOT APPLY.

**LICENSOR: AUTOMATED TAX OFFICE MANAGER, LLC 4600 West Saginaw Hwy, Lansing, MI 48917 (517) 323-4838**

## Notice to User:

*This is a legal document between you (the "user") and AUTOMATED TAX OFFICE MANAGER. It is important that you read this document before using the ATOM provided software (the "Software") and any accompanying documentation ("Documentation"). By using the Software and taking such other action as may be referenced in this License Agreement as Constituting acceptance, you agree to be bound by the terms of this Agreement. If you do not agree, YOU are not licensed to use the Software. This Software is distributed by AUTOMATED TAX OFFICE MANAGER for use in connection with various AUTOMATED TAX OFFICE MANAGER products and services ("AUTOMATED TAX OFFICE MANAGER Services") and to allow you to access compatible data and is protected by copyright. You acknowledge and understand that these AUTOMATED TAX OFFICE MANAGER Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable AUTOMATED TAX OFFICE MANAGER user agreement ("AUTOMATED TAX OFFICE MANAGER User Agreement").*

## Software License

**License Grant.** Automated Tax Office Manager grants User a non-exclusive, non-transferable, limited license to use the Software for the specified time.

**Copying.** The software is sold on a per User office location. As to any software a "User" means all Software and compatible equipment having the same operating system at a single Office location. In addition, Office personnel who work at or are assigned to the licensed User office may use the Software on personal computers located off site.

**Other Restrictions.** User may not loan, lease, distribute, transfer or allow access to the Software or copies to third parties, nor reverse engineer or otherwise attempt to discern the source code of the Software. Further, User may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement) or the Documentation. User agrees to notify its employees and agents who may have access to the Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions. User will be limited to usage by office site.

**Title.** Title to the software is not transferred to User. Ownership of the Software is vested in Automated Tax Office Manager, subject to the rights of use granted to User in this Agreement. All data stored in the software is owned by the User. *Automated Tax Office Manager shall not disclose data stored in the software to any third party or contact any of the User's clients.*

**Refund Policy.** We will refund 100% of the software's purchase price, **excluding the \$300 set-up fee**, if you are not completely satisfied within the first **60 DAYS** of purchase. This refund policy is good for the first licensed year only.

**Non-Payment Policy.** A \$25 late fee will be assessed if your account is over 7 Days past due. After two months of non-payment your software will be suspended and a \$50 reconnect fee will be assessed to reinstate your software. If your account is three months past due, your software will be permanently cancelled and all your client data, including back-ups, will be deleted.

## Client Data Back-up

Automated Tax Office Manager will back-up all client data stored in the software such as: contact information, transaction information, notes, and uploaded documents, at no additional fee. NOTE: The client back-up will be saved for only seven days and at that time it will be overridden with the latest client back-up. Any additional back-ups will be at the cost of the User. In the event the User cancels their license agreement, Automated Tax Office Manager can securely export the User's client data (uploads) for a fee only if a client expressly requests prior to cancellation.

## Limited Warranty

The performance of the Software varies with various manufacturers' equipment with which it is used. Automated Tax Office Manager does not warrant the level of performance of the Software or that earlier versions superseded by new versions will continue to perform at the same level with the User's equipment. Automated Tax Office Manager does not warrant that the Software or the functions contained in the Software will meet User's requirements, operate without interruption or be error free.

**Limitation of liability.** In no event will Automated Tax Office Manager be liable for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other type of damages, arising out of this Agreement or the use of the Software licensed hereunder, even if Automated Tax Office Manager has been advised of the possibility of such damages. With the sole exception of such damages equal to the software fee received from the User.

## General Provisions

**Term and Termination.** This Agreement and User's subscription to the Software may be terminated (i) by User by giving Automated Tax Office Manager written notice of termination, (ii) by Automated Tax Office Manager, at its option, if User commits a material breach of the agreement, or (iii) upon termination of the Automated Tax Office Manager User Agreement, if any. Upon any termination of this Agreement, (i) User must cease all use of the Software, (ii) User must take such other actions as Automated Tax Office Manager may reasonably request to ensure that the User has stopped using the software and (iii) This Agreement together with any applicable Automated Tax Office Manager user Agreement embodies the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

**Governing law.** This Agreement will be governed by and construed under the laws of the state of Michigan, U.S.A.

**General Provisions.** Neither this agreement nor any part or portion hereof may be assigned, sublicensed or otherwise Transferred by user. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of the Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision. Export Laws. The Software, the Software technology and its related documentation may not be exported or re-exported in violation of the U.S. Export Administration Act and its implementing regulations.

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