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The "All in One" Practice Management Solution designed with your Tax Office in mind

Primary Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell: \_\_\_\_\_ Receive Texts? Y N  
How did you hear about us?  
\_\_\_\_\_

Company Owner: \_\_\_\_\_  
Secondary Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell: \_\_\_\_\_ Receive Texts? Y N

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, ST ZIP Code: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Other Business Services you offer:  
\_\_\_\_\_

Tax Prep Software: \_\_\_\_\_  
If using DRAKE Software, please list  
your Drake Account #: \_\_\_\_\_  
# of Annual Tax Returns: \_\_\_\_\_  
Are you interested in: \_\_\_ Twilio Texting  
\_\_\_ Email Integration \_\_\_ Credit Card Processing

**SOFTWARE FEES** Includes: Free Software Setup, Unlimited Users/Clients/Storage, Online hosting & backup, training videos, and automatic software upgrades for ONE year. \*ATOM Accounts run on the Calendar Year, expiring every December.

ACCOUNT OPTIONS	DESCRIPTION	COST PER OFFICE	TOTAL
Annual Account	Main office paid on a yearly basis.	\$1,499.00	
Annual Additional Site(s)	Additional Site(s) paid on a yearly basis per site.	\$999	
Monthly Account	Main office paid in monthly installments on (or around) the 15 <sup>th</sup> of each month. *\$25 late fee for payments made after the 22nd	\$149 a month <i>*first month due at purchase</i>	
Additional Monthly Site(s)	Additional Site(s) paid monthly per site.	\$99 a month	
<b>ATOM Add-Ons</b>	<b>Additional Software Features</b>		
Annual SendGrid Email Integration	Send and receive client email messages directly on your ATOM Home Page. Flat fee paid on a yearly basis for main account.	\$100	
Monthly SendGrid Email Integration	Fees paid on a monthly basis per account (not site.)	\$10 a month	
<b>TOTAL DUE</b>			

**MONTHLY ACCOUNT CONTRACTS** **PAYMENT METHOD** (Discover, MC, Visa, AMEX)

**\*For Monthly Account Contracts Only** : I acknowledge that my subscription and automatic monthly charges will continue year to year until I cancel my account with ATOM Software.

Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ CVC: \_\_\_\_\_

Initialing Here: \_\_\_\_\_

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

**ATOM SOFTWARE LICENSE AGREEMENT**

By signing, I agree to the terms and conditions outlined on the back of this ATOM Software Purchase Contract:

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

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

# The Automated Tax Office Manager 2021-2022 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 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.

**Cancellation Policy.** In the event the User would like to cancel their license agreement, they must fill out the cancellation form. All clients with Monthly Installation Payment contracts will continue to incur monthly fees and automatic withdrawals until said User notifies us of their intent to cancel by returning the signed cancellation form. If the User wishes, Automated Tax Office Manager can securely export the User's client data (uploads) for a \$100 fee.

**Data Import Policy.** Upon purchase, Automated Tax Office Manager will import the User's current year client data into their Software at no additional fee. If the User would like prior year data imported to their Software as well, there is a \$50 fee per year.

## Client Data Security

All communications between your computers and our servers are secured with 256-bit Secure Sockets Layer (SSL) encryption. We use GlobalSign SSL Certificate for the most secure option for SSL with the highest authentication and the strongest encryption. We host our servers on a Private Cloud network at Liquid Web, a SSAE-16 Type audited secure data center located in Lansing, MI. All uploaded documents are stored redundantly with Amazon S3 across three availability zones. Automated Tax Office Manager will not give, sell or use your customer client data to any outside company for its use in marketing or solicitation. In addition, Automated Tax Office Manager will not market or solicit your company's clients.

## 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.