

TERMS & CONDITIONS

ACT! Advantage Plan Terms and Conditions

These terms and conditions (this "Agreement"), as amended from time to time, govern the use of the ACT! Advantage plan (the "Plan") by the individual designated as the Customer contact on the Plan order ("You"). Except as discussed below, You are the only authorized user of the Plan.

Term/Termination

The Plan term is twelve (12) months from the purchase date of the ACT! Advantage plan. "You" will be notified when your Renewal Date is approaching and then on your Renewal Date, you will have the option to renew your plan. Should You decide to discontinue your plan, you will not be able to access support.

Technical Support

Sage Software reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident, defined as a single support issue or question. Support availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, observed U.S. holidays or for other business reasons. Sage Software may also limit or terminate the Plan in the event that You use the service in an irregular, excessive, abusive or fraudulent manner or in violation of this Agreement. Sage Software will only provide support to customers on supported versions of the ACT! Software and only to users who meet the minimum systems requirements. Support services will be provided to You only. The resale or transfer of the Plan or any of the Plan benefits is strictly prohibited.

1. Support Topic Limitations. Support is limited to the following ACT! Software areas: installation, upgrade assistance, basic usability, and basic functionality, as described in ACT! Software documentation. Plan support does not cover inquiries on business practices, nor does it include application consulting or training. Sage Software does not provide support at Your site or any other location, nor does Sage Software provide training, designing or consulting services under this Agreement.
2. Supported ACT! Products. Plan support is available for currently supported ACT! Software as listed in the ACT! Obsolescence Policy listed on the ACT! Web site at www.act.com/support/obs. Sage Software shall not be required to provide any support relating to problems arising out of your use of the software in a manner for which it was not designed, or your negligence, misuse or modification of the ACT! Software.

Limitation of Liability and Damages

Sage Software's sole liability, and your sole remedy, for any loss suffered by You arising under the Plan will be a refund of the Plan fee paid by You for the 12-month period during which the loss is suffered. IN NO EVENT SHALL SAGE SOFTWARE BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Disclaimer of Warranties

SERVICES PROVIDED UNDER THE PLAN ARE PROVIDED "AS IS." SAGE SOFTWARE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICES OR ANY RELATED MATERIALS, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT.

Governing Law

These terms will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of laws. You agree that any action arising out of or relating to the service provided by Sage Software will be filed and maintained only in the state or federal courts located in Georgia, and You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Customer Contact Information

Sage Software reserves the right to contact You by mail, phone, fax, or e-mail to deliver newsletters, surveys, and information pertaining to the ACT! Software or the Plan. Sage Software also reserves the right to make your name and address list available to its business partners. For more information regarding how Sage Software uses your contact information, please see our Privacy Statement at www.act.com/privacy.

Disclaimer

Every effort has been made to ensure the accuracy of this information. Sage Software reserves the right to change the terms and conditions of support, and change support pricing and service availability without notice.

Entire Agreement/ Severability

This is the entire agreement between Sage Software and You relating to the Plan. This Agreement may not be modified except in a writing signed by both You and an authorized representative of Sage Software. If any provision of these terms and conditions is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.