



EXHIBIT A
SOFTWARE AS A SERVICE AGREEMENT TERMS AND CONDITIONS

1. **Payment Terms.** Client shall make prompt payment of all sums, charges, fees, expenses and costs due herein, including, without limitation, the amount designated in Section 2 of the first page of this Agreement, any taxes on the Services or any transactions set forth herein or undertaken by any Party, and any other amounts due by Client (collectively, the “**Fees**”). In addition to all other rights and remedies available to ACES, if Client fails to pay any Fees due pursuant to this Agreement: (a) ACES shall have the right to limit, suspend, or terminate the Services and access to the Subscription Property and/or terminate this Agreement; (b) Client shall pay to ACES interest on any late payments in an amount that shall be the lesser or: (i) one and one-half percent (1.5%) per month or (ii) the maximum percentage allowed by law; and/or (c) collect from Client all actual damages, sums, fees, costs and expenses, including, without limitation, all reasonable attorneys’ fees incurred by ACES in connection with or arising from the enforcement of this Agreement. This Section (and by this reference, Section 2 of the first page of this Agreement) shall survive any termination of this Agreement.
2. **Termination of Agreement.** Termination of this agreement by the client prior to the anniversary date will accelerate the payment to be due in full of the prorated amount of the agreement term remaining. Upon the termination of this agreement by either Party the client shall have ten (10) days to notify ACES of a request for an electronic back up copy of the stored documents and other data as may be reasonably retrievable. Such request must include payment of all amounts due and payable, including any disputed amount. Within ten (10) days of the request ACES will provide Client with a quote to provide the requested documents and data. Upon payment of the backup fee, ACES will provide the back up within thirty (30) days of payment of fee. Client shall maintain access to ACES during the thirty (30) day termination period.
3. **Limited Subscription.** Subject to the terms and conditions of this Agreement and the terms of the End User Subscription Agreement attached hereto and incorporated herein by this reference on Exhibit C, ACES grants to Client a personal, limited, revocable, non-exclusive, non-transferable, non-assignable Subscription : (a) to allow employees of Client to execute the executable code of the software generally and commercially available from ACES in association with the Services (“**Subscription Software**”) utilizing a Client account; provided, however, that access to and execution of the executable code of the Subscription Software may, in ACES’ sole and absolute discretion, be denied at: (i) certain times reasonably designated by ACES for updates, back-ups and/or maintenance and/or (ii) other times unexpected and/or outside the reasonable control of ACES including, without limitation, network outages, technical errors, to comply with applicable Law, and third Person acts or omissions that prohibit, hinder or otherwise preclude access to and execution of the Subscription Software; and (b) to view and print the website content resulting from and enabled by the execution of the Subscription Software and accessible by the Client (“**Enabled Content**”) only for the Client’s personal, noncommercial purposes; provided, however, that nothing in this Agreement shall grant a Subscription to disclose, disseminate, transmit, publish, post, make available, or otherwise convey (“**Disclose**”) such Enabled Content to any third natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust, association, organization, or other entity of whatsoever nature or character (“**Person**”).
4. **Client Representations.** Client covenants, represents, and warrants that: (a) ACES cannot control the Internet or events or activities of third Persons outside of ACES’ control and ACES shall not be liable for, or be in breach of this Agreement as a result of or related to any unavailability, delay, or malfunction of any Subscription Software associated with, relating to, resulting from, or arising from any cause beyond ACES’ control, including, without limitation, war, insurrection, public enemy, acts of God, terrorist acts, changes in laws, acts or omissions of governmental authorities, labor disputes, strikes, and/or power failures; (b) Client owns or has the right to Disclose all of the Client Content and to the best of Client’s knowledge, ACES’ use of the Client Content does not infringe or misappropriate the intellectual property of any third Person; (c) Client has the authority to enter into this Agreement; (d) the individual signing this Agreement is at least eighteen (18) years old and is authorized to sign the Agreement on behalf of the Client; (e) Client shall comply with all applicable laws, including, without limitation, record retention, HIPAA, privacy, Subscription, security, decency, and export laws; (f) Client has read and consents to ACES’ Privacy Policy, including, without limitation, that ACES may, in ACES’ sole and absolute discretion, Disclose the Client Content to affiliated (by contract, equity, or otherwise) Persons; (g) Client shall be responsible for all use of the Client account, including, without limitation, all use of the Client log-in information and shall maintain confidentiality for the Client account name and password and shall immediately notify ACES of any Disclosure and/or unauthorized use of the Client account and/or password; (h) ACES owns all right, title and interest in and to the Subscription Software, the Enabled Content,

CONFIDENTIAL/PROPRIETARY INFORMATION
OF ATM HOLDING CO. LLC

Initials