

## License Agreement

This License Agreement, herein sometimes called "License", is entered into by and between you (the end user of the Software including the company, agency, coop or other entity you work with) herein sometimes called "you" or "your" or "customer" or "user" or "the user" AND us being 1099Express.com, Inc. herein sometimes called "us", "our" and "we".

Our software programs including 1099 Express, W-2 Express, 1042-S, and other programs, hereinafter sometimes called the "software", or the "program" or "programs" or "computer programs", are high quality, commercial, stand-alone 1099 Series, W-2 or 1042-S filing system, or other utility programs specializing in creating forms on blank paper, internet e-Filing to the IRS and/or SSA, and imports by copy and paste from Excel. The Software is not shareware or freeware and MUST BE PAID FOR before you send out 1099s or use it for any purpose, other than testing. This program, if not paid for, may only be used for testing and evaluation purposes. Anyone with a copy may call 361 884-1500 for assistance. The downloadable setup files, such as the one being installed now, are compressed archives containing the programs, help files, examples and other installation files.

The Software is installed in the pre-activated state, which means some filing and print functions are limited. When activated, your installation becomes 100% functional. You may pay by check, or online by credit card at [www.1099Express.com/Prices.asp](http://www.1099Express.com/Prices.asp). The program may be used only on a single computer. An additional license must be purchased for each additional installation or location used. Purchase and activation give you technical support and other benefits.

**Technical Support:** Technical support is provided by telephone and e-Mail, from 9:00 am until 4:30 pm Central Time. Technical support is provided free of charge to our customers, but is on a first-come, first-serve basis. During the 1099/W-2 season from January through March, we generally stay very busy, but are able to handle all calls and e-Mails, however, at times there may a busy signal, indicating the need to leave a message, call back, or send an e-Mail. The tech support line is 361-884-1500, the e-Mail is [Sales@1099Express.com](mailto:Sales@1099Express.com) When you call or e-Mail for technical support, please have the following available: 1.) Your company name and 1099Express.com customer number, if an existing customer. 2.) The version of Windows you are using. This can be found at the Windows Control Panel under "System". 3.) Please make sure you have read the Help Index and attempted to locate and read the topic that covers your issue. The topics are found inside the software at the Help/Index Menu. 4.) The exact error message received. Technical support does not include training. You must be proficient in Windows, and generally understand the difference between a file and folder. Technical support is provided from the United States of America, in the English language only. Technical support will address features, forms, methods, e-filing and printing of the software. Technical support will also assist with Tin/Name matching questions and processing. Technical support does not offer tax advice, because each user's situation is different. Instead you should rely on your tax attorney or certified public account for tax advice. We will direct you to various documentation on the IRS web site that may apply to your situation, but it is up to you to determine which portions of the IRS web site apply to your situation. We have no responsibility for your conclusions from the IRS Web site. As a consideration of free technical support, each company, person or entity agrees to hold us, harmless as described below.

**Networking:** The software is fully **NETWORK READY!** The Software can open and save data files to and from any **Server or Workstation** on a Local Area Network so long as such files are contained in normal shared drives and/or shared folders on the network, where you have permission. When a file is opened from a network location, the file is locked for safety, so no other user can change the current user's data. When the file is closed other users may access it. The Software has a small footprint, typically only around 3-4 megabytes. The Software itself must be installed on **workstations only**. The Software is developed and designed to be installed on **workstations only**. The Software **will never work correctly when installed on a LAN server**, because many resources such as printer functions, help, instructions, settings, etc. depend on the workstation. Even though the Software may appear to work correctly at first, it will not work correctly when loaded from a server, or other network location. To have the capability to operate the Software from more than one location, you must purchase a multiple user license. The software may not be installed on a Terminal Server without a multiple user license. A Terminal Server is defined as any system where a user may login and access the software from a remote or local location such as from home, office, another workstation, a remote laptop computer, or any other location. To operate the software on a Terminal Server, you must purchase a minimum 4-user multiple license, even if you have just one user of the software. Further, you must purchase at least one license for each location from which any person can log into the Terminal Server and use the Software.

**Tax Years:** The Software may only be used for the program version year or any previous tax year before the program version year. The Software may never be used for any purpose, including printing forms, for any year after the program version year. When e-Filing to the IRS or SSA for prior years, the IRS and SSA requires the current year data file format, thus you must use the program for the current filing season. For example, if filing to the IRS for Tax Year 2005, during calendar year 2012, you must use the 2011 program to be compatible with the IRS e-Filing format. The current program is always one year less than the calendar year in which you are required to file by the IRS.

**Purchase Receipts:** For online or call in credit card sales, a purchase receipt is provided instantly, with the activation code and activation instructions, by both e-Mail and Fax. For manual check purchases, the receipt and activation code are provided when we receive your check, again by both e-Mail and Fax. So please be careful to give or enter your correct e-Mail and Fax. If a receipt is not received, please contact us ASAP.

**Transfer of License:** Programs can be moved to another computer at no cost **ONLY BY** deactivating and uninstalling on the original computer while it is connected to the internet. This deactivation and uninstalling process will reduce by one the customer's count of activated computers, for that software program. The user may then install from the internet and activate the same program on another computer, using the same activation code. To begin the process of moving to another computer, click the HELP Menu then Deactivate.

**Refund Policy:** Your money will be refunded within the first 15 days after purchase, but only if the program has not been activated, the program has been uninstalled, and you present the original receipt or paid invoice from purchase. Refunds are never allowed after a program has been activated. For any refund, we have the right to charge a five percent (5%) fee for the cost of overhead in reversing the transaction. Customer agrees it will never initiate a chargeback (an attempt to reverse a sale to customer made by credit card).

Instead, customer agrees to contact us and request a refund check (or a credit of the customer's credit card account). Regardless of the reason, if the customer or someone in customer's organization initiates a chargeback, the customer agrees to pay us a \$50.00 processing fee, plus \$75 per hour for our time in disputing the chargeback, whether the chargeback is successful in reversing a the credit card sale or not.

### **Other Terms:**

If the Software is copied to another computer, the Software automatically reverts to the pre-activated state. The pre-activated state may only be used for testing and evaluation purposes. To modify the Software, obtain the activation code by fraudulent means, use the Software in an unauthorized manner, or in any way cause the Software to run in the activated state without paying for a license for each location (for example, home and office) is a copyright violation, and subjects any user to all penalties herein and as prescribed by law. Once you have purchased the software, all testing is deemed completed for that software product. Any additional copies of the software you download, use or access from another location, must be paid for immediately. You agree that, by operating a program in the pre-activated state for production (not testing) or by operating the Software in an activated state without paying for the Software on each location, obtaining an activation code or additional activation codes under false pretenses, or using the Software in an unauthorized manner, subjects you to all penalties herein and as prescribed by law. Venue in any legal action between us for any reason or cause shall be in Guadalupe County, Texas.

You agree to hold us harmless from and against any and all damages, lawsuits, legal proceedings, causes of action, business or personal losses, resulting directly or indirectly from the use of the Software and/or our Service Bureau, even if we are negligent. Our Service bureau may perform work for you and other Software customers. Service Bureau work includes e-Filing, custom programming, importing, printing, mailing, Tin/Name Matching, processing, preparing, correcting and/or filing of 1099 or similar forms with the payees, states and/or the Internal Revenue Service or Social Security Administration. Some services, such as e-Filings may result in an IRS penalty to you if not performed by certain deadlines. It is understood that it is your responsibility to make sure that you receive a confirmation of e-filing from us before any deadline or due date. You agree to hold us harmless as described above, for any Service Bureau activity. You agree to hold us harmless as described above for any penalties, interest, or other charges you receive from the IRS or SSA, even if such penalties resulted from our losing your data, failure to file, or other similar negligence.

You agree to hold us harmless from any and all damages, causes of action, business or personal losses, penalties, interest, taxes or other costs to you resulting from errors in data transmitted to the recipients (payees) of the 1099 forms, or data sent to the Internal Revenue Service, regardless of which party may have caused and/or failed to detect the errors or which party was late or not on time in filing. It is understood and agreed that the maximum amount you may ever recover under any conditions shall be limited to the amount of money you paid for the software, and no more. Should any litigation of any type ever occur between us, you agree to pay triple all of our attorney's fees and triple of all of our other costs and expenses in defending any such suit regardless of the outcome.

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including diskettes, web site or otherwise make copies available without our written consent. We have created technical functions the Software that are designed to prevent its unlicensed use. You agree that the Software may report its use to us over your internet connection whether activated or not. We will use these measures to confirm you have a legally licensed copy of the Software. We reserve all rights not expressly granted to you in this license. The Software is protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

All 1099 Express programs are "try before you buy". When you download and install our software, you get the program in trial format. The program always installs in the pre-activated or test mode. If you decide to purchase the program, you receive an "Activation Code" which makes the software fully functional on one computer, or if you purchased a multi-user license, allows you to activate the program on multiple computers. The software may be used in the pre-activated state for testing, and evaluation purposes only. It may not be used in the pre-activated state for sending forms to payees, data entry, production importing, e-filing, or any other purpose except testing and evaluation.

You may not reverse engineer, decompile, or disassemble the Software at any time. You may not rent, lease or lend the Software in any manner. This software may not be sold or transferred for value.

In no event shall we be liable for any special incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any related to the use of or inability to use the Software or our Service Bureau, the provision of or failure to provide support or other services, information, software and related content through the software or otherwise arising out of the use of the software, or otherwise under or in connection with any provision of this license, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty, and even if we have been advised of the possibility of such damages.

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