IN-SYNCH® END USER LICENSE AGREEMENT

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Introduction:

In order for you (defined below) to have a license to use (defined below) the Program (defined below), you must have accepted this Agreement in the manner described below and have thereby formed a legal agreement between you and the Sage Developer that publishes and grants licenses to use it.

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YOU WILL INDICATE THAT YOU HAVE ACCEPTED THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO IT FOR YOU: (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION, AS APPLICABLE, THAT APPEARS NEARBY in the course OF SET UP FOR INSTALLATION OF THE PROGRAM, (2) COMPLETING INSTALLATION OF THE PROGRAM, OR (3) USING THE PROGRAM. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT (IN ITS ENTIRETY AND WITHOUT CHANGE TO OR ADDITION TO ITS TERMS AND CONDITIONS), THEN YOU DO NOT HAVE A LICENSE TO USE THE PROGRAM.

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"Distributor" means the reseller that you have chosen to be your reseller of record;

"Documentation" means the specifications for the Program including those set forth in the help files of the Program and the Release Notes accompanying the Program;

"Program" means the modules of the computer program recorded on the media accompanying this Agreement and for which you are registered as a licensee, and any part thereof;

"Software" means the Program and the Documentation, and any part thereof;

"use" means storing, loading, installing, executing, or displaying the Program; and

"you" means the company identified as the registered licensee.

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8. State Law Rights. This Agreement gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some of the above may not apply to you.

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