



## Software Agreement and ACH Authorization Form

LinkPOS is licensed under the terms of the Apple LICENSED APPLICATION END USER LICENSE AGREEMENT (<http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>) whereby Olympus Technology Group, Inc. is the "Application Provider" and LinkPOS or its derivatives is the "Licensed Application."

You authorize regularly scheduled charges to your checking account from Olympus Technology Group, Inc. (dba LinkPOS). Each debit will appear on your bank statement. All transactions are processed through the Automated Clearing House (ACH) system.

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### Please complete the information below:

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name on Account: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

This Business Bank Account is enabled for ACH Transactions:  Yes  No

I certify that I am an authorized representative of the Company indicated above and that I have the authority to authorize these payments on the Company's behalf. I (we) hereby authorize Olympus Technology Group, Inc. to initiate credit and/or debit entries to the bank/credit union account indicated above as a recognized party or person with sufficient legal authority to authorize such transactions from this account, and further authorize my bank to credit/debit the same to such account for the transaction types listed in detail below. Company understands that this authorization will remain in effect until it is canceled in writing, and agrees to notify Olympus Technology Group, Inc. in writing of any changes in its account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, Company understands that the payments may be executed on the next business day. Company understands that because these are electronic transactions, these funds may be withdrawn from its account as soon as the above noted periodic transaction dates, and that it will have limited time to report and dispute errors. In the case the transaction is returned for Non-Sufficient Funds (NSF) Company understands that Olympus Technology Group, Inc. may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$15.00 charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank account is enabled for ACH transactions, and agrees to reimburse Olympus Technology Group Inc. for all penalties and fees incurred as a result of Company's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions. Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions.



The following provisions pertain to Payroll Services along with monthly invoicing and do not alter the Apple End User License Agreement with regards to LinkPOS:

Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S Law. Company agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this authorization form.

Company agrees to indemnify and hold Olympus Technology Group, Inc. harmless from all liabilities, losses, costs and expenses (including reasonable attorney's fees and court costs and expenses) incurred by Olympus Technology Group, Inc. and caused by or arise out of any claim related to this Agreement (except if and to the extent arising from a breach of this Agreement by Olympus Technology Group, Inc.) including without limitation (a) any breach by Company of any provision in the agreement or any agreement by Company with any employee, (b) any failure by Company to comply with any provision of applicable federal or state laws, regulations, rules or operating letters, including, but not by way limitation, Electronic Fund Transfer Act, Regulation E promulgated thereunder, as amended and or (c) any action taken by Olympus Technology Group, Inc. in reliance upon any instruction or request of Company including, but not limited to, the reversal of any electronic direct deposit to an account of any employee at a financial institution, or the disbursement of any sums which Olympus Technology Group, Inc. is authorized to withhold. Notwithstanding clause "(c)" of this paragraph, Company agrees that Olympus Technology Group, Inc. shall have the right to refuse to reverse any electronic direct deposit to the account of any employee at any receiving financial institution. Olympus Technology Group, Inc. agrees to indemnify and hold Company harmless from all liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs and expenses) incurred by Company caused by or arising out of any breach by Olympus Technology Group, Inc. of any provision of this Agreement, or, any failure by Olympus Technology Group, Inc. to comply with any applicable federal, state, or local laws, rules or regulations. This paragraph shall survive any termination of this Agreement.

In the event of a default under this Agreement by Company, or in the event that Olympus Technology Group, Inc. has determined that Company shall not be deemed creditworthy, Olympus Technology Group, Inc. may elect to terminate any of its services hereunder or the entire Agreement with respect to such Company. Olympus Technology Group, Inc. shall provide Company with prior written notice in the event of a termination.

The parties agree that this Agreement replaces and supersedes any prior payroll services agreements, discussions and understandings of any manner between the parties. This Agreement may be amended or modified only by written agreement of the parties hereto and this represents the entire agreement between the parties.

The following lists the types of ACH payments that you authorize Olympus Technology Group, Inc. to make from your account:

- Payroll (Net pay to employees)
- Payroll taxes (Federal and State)
- LinkPOS Monthly Invoices (Including LinkPOS Hosting/Maintenance fees, Payroll Processing fees, Miscellaneous Hardware Charges if applicable)
- Royalty Payments (if applicable to Company)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_