

**E-Z DATA, INC.**  
**SMARTOFFICE® ONLINE SOFTWARE LICENSE AGREEMENT**

Please read the following SmartOffice® Online Software License Agreement (called the "Agreement") under which E-Z Data will provide the customer identified below (called the "Customer") access to and a license to use E-Z Data's SmartOffice® Online software over the World Wide Web. Customer's signature in the space provided below indicates Customer's acknowledgment that Customer has read and understands this Agreement and that Customer understands and accepts all of the terms and conditions of use set forth below.

**1.0 DEFINITIONS.**

- 1.1 Documentation. "Documentation" means the written operating instructions and other information describing the installation and operation of the Licensed Software together with any Updates provided by E-Z Data under this Agreement.
- 1.2 Licensed Software. "Licensed Software," means the SmartOffice® Online software together with any Updates provided by E-Z Data under this Agreement.
- 1.3 Order Form. "Order Form" means the initial order and any subsequent order forms for Products and/or services as agreed to by E-Z Data and Customer. Each such Order Form is part of this Agreement, and in the event of a conflict between the terms of an Order Form and this Agreement, the terms of this Agreement shall prevail.
- 1.4 Products. "Products" means the combination of the Licensed Software and its Documentation.
- 1.5 Updates. "Updates" means all corrections, modifications, or enhancements to the Licensed Software or the Documentation that may be provided by E-Z Data from time to time under the terms of this Agreement.
- 1.6 User. "User" means each individual person who is authorized by Customer to access the Licensed Software. Each individual User, be they, employee, agent, manager, or a support staff member, is required to have his or her own personal User name and password.

**2.0 GRANT OF USE LICENSE.**

- 2.1 E-Z Data grants Customer a nonexclusive, nontransferable license to have its authorized Users: (1) access the Licensed Software over the Internet, (2) log onto Customer's account using the User name(s) and password(s) assigned by Customer, and (3) use the Licensed Software in accordance with the Documentation during the term of this Agreement.
- 2.2 E-Z Data reserves all rights not expressly granted to Customer under this Agreement. Title to the Licensed Software, Documentation, and all copies thereof shall remain with E-Z Data, and Customer shall acquire no rights of any kind therein except for the licenses expressly set forth above.

**3.0 RESTRICTION ON TRANSFER.** Customer may not transfer or assign this Agreement to anyone. Neither the Licensed Software nor the Documentation may be modified or translated without the prior written permission of E-Z Data.

**4.0 TERM AND TERMINATION.** The term shall be Customer's license term commitment as indicated in the Order Form. Thereafter the Agreement shall automatically renew for successive one (1) year terms or for a term as mutually agreed to by the parties at the then-current fees each time it expires until one party gives the other at least thirty (30) days written notice of non-renewal before the expiration of any term. The Agreement may also be terminated by E-Z Data immediately upon delivery of notice to Customer if Customer fails to pay the license fees as they come due or commits a material breach of this Agreement that jeopardizes the stability or security of the computer systems upon which the Licensed Software is hosted.

**5.0 COPYRIGHT.** The Licensed Software and Documentation are copyrighted. Customer may not reproduce any part of the Licensed Software or the Documentation, except that Customer may print out such portions of the Documentation as Customer may reasonably require to make proper use of the Licensed Software in accordance with this Agreement. Customer shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Software or Documentation.

**6.0 TRAINING.** All Users will require some level of training in the use of the Licensed Software. E-Z Data provides three (3) levels of training services that are designed to meet the range of training services that individual customers may require. The basic training program consists of a set of prerecorded online tutorials that are highly recommended for all Users and that should be completed before Customer begins using the Licensed Software. In addition to the basic online training, E-Z Data offers one-on-one remote Internet and telephone based training as well as individual onsite training services. The availability, cost, terms, and conditions applicable to each type of training services are set forth on E-Z Data's Web site (<http://www.ez-data.com>) and are subject to change from time to time.

## **7.0 CUSTOMER'S OBLIGATIONS.**

7.1 Customer agrees to pay the fees set forth in the Order Form and any additional charges for training and other additional cost services as they come due.

7.2 Customer agrees to maintain the confidentiality of its logon identification, the User names, and the passwords assigned to Customer's Users and not share them with any unauthorized person or persons.

7.3 Customer agrees not to take any action, use, or employ any hardware, software, device, or routine to interfere or attempt to interfere with the proper working of the Licensed Software or the servers, data communications systems, or other infrastructure upon which the Licensed Software is hosted, or to take any action that imposes any unreasonable or disproportionately large load on E-Z Data's servers or other hosting infrastructure.

7.4 Customer agrees not to decompile, disassemble, or otherwise attempt to reverse engineer the Licensed Software.

7.5 Customer understands that it is solely responsible for the cost of any third party hardware, software, Internet access or other data processing or data communication resources that may be required for Customer to access the Licensed Software over the Internet, and Customer understands the minimum data communication bandwidth required to use the remotely hosted Licensed Software is a 56kb modem, but that satisfactory performance of the Licensed Software requires a DSL, cable modem, or other broadband data connection providing a data transfer rate of 128 kb or higher.

**8.0 DATA OWNERSHIP.** Customer data stored on E-Z Data's servers will remain the property of the Customer. Should the Customer opt to transition off the Licensed Software system E-Z Data will release the Customer's data to the Customer in a flat CSV (comma separated value) or XLS (Excel) file format or convert the Customer's data to one of E-Z Data's other product formats on request. For complete information regarding a data export or conversion services (including timeframes and cost information), please contact an E-Z Data customer service representative at (800) 777-9188. Data from discontinued accounts will be removed from E-Z Data's servers and will not be retrievable after thirty (30) days following the discontinuation service. Customer should notify E-Z Data what action it wishes to have E-Z Data take with its data prior to service discontinuation in order to ensure the safety and timely release of data at the time of service termination.

**9.0 EXCESS DATA STORAGE FEES.** See the PartnersFinancial / NFPISI Enterprise Hosting Services Disclosure.

**10.0 PAYMENT AND TAXES.** All prices are stated in United States dollars and all payments will be made in United States dollars. E-Z Data will have the right to suspend Customer's access to the Licensed Software and the performance of E-Z Data's other obligations under this Agreement immediately after Customer's account becomes past due. All payments required by this Agreement are exclusive of taxes. Customer is responsible for the payment of all applicable taxes, including, but not limited to, all sales, use, VAT, rental receipt, import, export, personal property or other taxes which may be levied or assessed in connection with this Agreement, except for United States taxes based on E-Z Data's net income.

**11.0 GENERAL LIMITATION OF LIABILITY; CUSTOMER INDEMNITY.** E-Z Data shall be responsible only for providing Products and services to Customer as expressly stated in this Agreement. The enclosed Limited Warranty limits E-Z Data's liability. In addition to the limitations of liability contained in the Limited Warranty, in no case shall E-Z Data's liability exceed the license fees paid for the right to use the Licensed Software during the three (3) months that preceded any loss. E-Z Data shall not be responsible for Customer's acts or omissions and none of Customer's employees or agents shall be deemed E-Z Data's agents. Customer agrees to indemnify E-Z Data against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of (i) any claim by any person that E-Z Data is responsible for any act or omission by Customer or its employees or its agents; (ii) any claims on E-Z Data from a third party resulting directly or indirectly under this Agreement where E-Z Data has acted in accordance with Customer's instructions or within the terms and conditions of this Agreement; and (iii) any breach by Customer of any representation or agreements made pursuant to or in this Agreement. Without limiting the generality of the foregoing provisions, E-Z Data shall be excused from failing to act or delay in acting if such failure or delay is caused by any legal constraint or circumstances beyond E-Z Data's control.

**12.0 ARBITRATION.** Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, a Preliminary Injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), any controversy or claim arising out of, relating to, or connected with this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any arbitration under this Agreement shall be administered exclusively by the American Arbitration Association office nearest to E-Z Data's home office (currently the Los Angeles Regional Office of the American Arbitration Association), or in the event that office is unable to act by the closest available regional office to E-Z Data's home office. The arbitration shall be held in the location nearest to E-Z Data's home office (currently the County of Los Angeles, California). All proceedings in any arbitration shall be conducted in the English language.

**13.0 AMENDMENTS.** From time to time E-Z Data may amend any of the terms and conditions contained in this Agreement by providing Customer with notice of the termination of this Agreement and offering Customer a new agreement reflecting the revised

terms. Such amendments shall become effective upon the effective date of the new agreement if Customer continues to use the Licensed Software.

**14.0 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, whether oral or written, relating to the subject of this License. This Agreement may only be modified by a written agreement signed by E-Z Data. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15.0 CHOICE OF LAW.** This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The place of making and the place of performance for all purposes shall be Pasadena, California regardless of the actual place of execution or performance.

**16.0 NO WAIVER.** No waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties to this Agreement. No waiver of any right or the breach of this Agreement shall be deemed to constitute a waiver of any subsequent breach.

**17.0 GENERAL.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. E-Z Data rejects any and all printed terms and conditions contained on any purchase order or other ordering document submitted by Customer now and hereafter. The parties' performance under this Agreement shall be governed exclusively by the terms and conditions contained in this Agreement and any signed written amendments, supplements, or extensions to it.

**18.0 NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be sent by certified mail or overnight delivery service addressed to the other party at the address shown below the party's signature or to such other address as the other party may designate in writing.

**19.0 USER SUPPORT SERVICE.**

**19.1** E-Z shall provide LICENSEE's Users with telephone consultation during the hours from 7:00 A.M. to 5:00 P.M.; Pacific Time Monday through Friday, excluding E-Z's regularly scheduled holidays (i.e., New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas). E-Z may change these hours from time to time on thirty (30) days written notice to LICENSEE, but they will not be substantially reduced during the term of this Agreement.

Maintenance entitles the customer to program updates. Support entitles the customer to a reasonable amount of technical support via phone (non toll-free number), fax, or e-mail.

Support will be provided only for technical problems within the program. It does not include Training. Training for existing as well as new staff members can be facilitated by viewing our comprehensive array of free training movies (available on our Web site) or by scheduling a custom on-site or Web-based training session (available for an additional fee). Customers who call with questions on how to use program functions will be referred to the Web-based training movies or On-line Help/Tutorials or may be referred to a training coordinator to schedule additional training.

Customer will establish two (2) Technical Support Coordinators (TSCs) for the first 25 named users who access SmartOffice Online from or via a common agency office location. For each additional 25 users one (1) additional TSC may be added. All users will be instructed to direct all questions and problems regarding the use, operation, and maintenance of SmartOffice Online to their respective TSC. Customer agrees that only its TSCs shall be entitled to call or contact E-Z Data for maintenance and support assistance. Customer will receive up to 5 hours of total support time per year for the first 25 users and up to 5 additional hours for each additional block of 25 users per year. This amount will be prorated for additional users up to the next breakpoint of 25. Customer will at all times provide E-Z Data with the identities of the current authorized TSCs.

## LIMITED WARRANTY

1. E-Z Data warrants that the Licensed Software and any standard commercial Updates will perform substantially in accordance with the specifications set forth in the Documentation provided with it when used in the specified hardware, operating system, and data communications environment. These warranties are made for a period of ninety (90) days from the date Customer begins using the original installation of the Licensed Software. Any corrections that are made to the Licensed Software under this warranty will be warranted for the remainder of the original warranty term or thirty (30) days whichever is greater.

2. Any apparent failure of the Licensed Software to conform to this warranty should be reported to E-Z Data's support staff by telephone and in writing. In the event of a nonconformity between the Licensed Software and its Documentation Customer must provide E-Z Data with enough information to allow E-Z Data to recreate the problem as the first step to diagnosing and correcting the problem.

3. In the event of a material nonconformity between the Licensed Software and its Documentation, E-Z Data will use reasonable efforts to correct such non-conformities and provide Customer with access to a corrected version of the Licensed Software as soon as practicable after Customer has notified E-Z Data of a reproducible nonconformity. In some cases, E-Z Data may correct errors in the Documentation so that it accurately describes the Licensed Software.

4. If E-Z Data is unable to provide access to a corrected copy of the Licensed Software or corrected Documentation within a reasonable time, E-Z Data shall terminate this Agreement and refund the license fees paid to use the defective software.

5. E-Z Data does not warrant that the functions contained in the Licensed Software will meet Customer's requirements or that the operation of the Licensed Software will be uninterrupted or error free. E-Z Data shall not be responsible for problems caused by deviations in Customer's computer environment from the minimum system requirements described in the Documentation or from any attempt to use the Licensed Software in conjunction with software that was not provided or specified by E-Z Data.

6. ANY IMPLIED WARRANTIES COVERING THE DOCUMENTATION OR THE LICENSED SOFTWARE INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

7. E-Z DATA SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF E-Z DATA OR ITS AGENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. This warranty allocates risks of Product failure between Customer and E-Z Data. E-Z Data's Product pricing reflects this allocation of risk and the limitations of liability contained in this Warranty. The warranties set forth above are in lieu of all other warranties, whether, oral or written, and the remedies set forth above are Customer's sole and exclusive remedies. The agents and employees of E-Z Data are not authorized to make modifications to this warranty, or additional warranties binding on E-Z Data. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by E-Z Data and should not be relied upon.

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I have read and agree to the terms and conditions of this SmartOffice® Online Software License Agreement.

\_\_\_\_\_  
CUSTOMER BUSINESS NAME

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SmartOffice® Order Form

PartnersFinancial / NFP Privately Hosted Platform

<b>Firm name:</b>	
<b>Primary contact:</b>	
<b>Address:</b>	
<b>City, ST, Zip</b>	
<b>Business Phone:</b>	
<b>Business Fax:</b>	

<b>Firm Affiliation:</b> <i>(Check all that apply)</i>	<input type="checkbox"/> <b>PartnersFinancial Member Firm</b>	<input type="checkbox"/> <b>NFP Acquired Firm</b>	<input type="checkbox"/> <b>Other NFP</b>
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<b>Current CDS Customer?</b> <i>(Check One)</i>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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<b>E-Z Data Database Conversion Services Requested?</b> <i>(Check One)</i>	<input type="checkbox"/> <b>Yes - Standard Conversion</b> <i>(CDS 4.3 only)</i>  <i>(Review and complete the E-Z Data Database Conversion Disclosure Agreement)</i>  <u>Note:</u> <ul style="list-style-type: none"> <li>- Requires CDS version 4.3 or higher</li> <li>- 48 hour typical turnaround from the time database submitted</li> <li>- Conversion fees paid up front, and cost is per database, per conversion</li> </ul>	<input type="checkbox"/> <b>Yes - Custom Conversion</b> <i>(All other databases)</i>  <i>(Review and complete the E-Z Data Database Conversion Disclosure Agreement; Contact E-Z Data)</i>  <u>Note:</u> <ul style="list-style-type: none"> <li>- Applies to all other databases, ACT, Goldmine, Contact Partner, etc.</li> <li>- Requires upfront database Analysis, cost is \$350</li> <li>- Additional development costs and time may be required depending on your database analysis</li> <li>- You may need to provide E-Z Data the installation program to complete the conversion</li> <li>- Typical turnaround time for custom conversions, 15–20 business days from initial analysis to completion</li> <li>- Conversion fees paid up front, and cost is per database, per conversion</li> </ul>	<input type="checkbox"/> <b>No</b>
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**Hosting service:** PartnersFinancial / NFP Privately Hosted Platform Only

**Service agreement:** 12 month agreement, with 2 year rate lock

**Training:** Both on-site and web-based training is available from E-Z Data

<b>PartnersFinancial / NFP Privately Hosted Platform SmartOffice® Software Packages</b>			
<b><u>SmartOffice® Product</u></b>	<b><u>Monthly per named user LMS&amp;U fee</u></b>	<b><u># of named users</u></b>	<b><u>Extended Price</u></b>
<b>NFP Base Package</b> - SmartOffice Core System - SmartPolicies - SmartLink for QuikForms	<b>\$38</b>		
<b>NFP Group Benefits Package</b> - <b>NFP Base Package, plus</b> - SmartGroup Benefits	<b>\$49</b>		
<b>NFP Case Designer Package</b> - <b>NFP Base Package, plus</b> - SmartAgency - Pending Case Manager	<b>\$56</b>		

**Optional modules:**

<b>SmartOffice Mobile (Laptop)</b> – maintain local copy of your data	\$15		
<b>SmartOffice Mobile for Palm (PDA)</b>	\$15		
<b>SmartOffice Mobile for PocketPC (PDA)</b>	\$15		
<b>Investment Advisor Bundle</b> - SmartOffice Core System - SmartPolicies - SmartLink for QuikForms - SmartLink for Albridge Web Services*  <i>*Separate subscription to Albridge Web Services required</i>	\$55		

<b>E-Z Data Database Conversion Services</b>  <i>Once the order for SmartOffice has been received, the conversion department will contact you to get obtain your database. Upon conversion, the data will be loaded into your SmartOffice and EZ-Data Administration will provide you the login information.</i>	\$750 per database / per conversion	n/a	
<b>E-Z Data Database Analysis</b> <i>(For Custom Conversions)*</i>  <i>*Additional development cost may be required for Custom Conversions</i>	\$350 (one-time)*	n/a	

**Total Monthly LMS&U Fee:**

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**SMARTOFFICE GENERAL USERS:**

Indicate the first and last names and email addresses of all SmartOffice users in your practice.

Names	Email Addresses

(Attach separate sheet if needed)

**SMARTOFFICE ADMIN USER:**

Indicate the first name, last name, and e-mail address of the person who will be the Admin user for your office. The Admin user is generally responsible for creating other users in the system and for assigning security levels and access rights.

Admin Name	Admin Email Address

**OFFICE SETUP:**

Indicate the name you would like to assign to your SmartOffice “office”. If your preferred name already exists, one of the alternate names specified will be used. Your office will be populated with a single Admin user (listed above) as well as sample letters, filters, and Dynamic Reports.

	Sample Office Names	Your Office Name Preferences
Preferred Name	<i><u>Smith Associates</u></i>	
Alternate Name	<i>Pasadena Agency</i>	
Alternate Name	<i>Smith Agency</i>	

**Payment Methods**

Your Total Monthly LMS&U payment can be withdrawn monthly from a pre-authorized checking or pre-authorized credit card account. To submit payment via a pre-authorized credit card account (PACC), fill out the attached ***Pre-Authorized Credit Card Application Form***. To pay from your checking account, complete the attached ***Pre-Authorized Checking Account Application Form***. Each month, the Total Monthly LMS&U Fee will be debited from your credit card or deducted from your checking account.

Agreed to:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

(please print)

Date: \_\_\_\_\_



## Application Form

### PRE-AUTHORIZED CREDIT CARD INSTALLMENT WITHDRAWAL PROGRAM

**Internal Use Only**

Type: \_\_\_\_\_ New Authorization: \_\_\_\_\_ Financial Institution Change: \_\_\_\_\_ Add to Existing Account: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Account #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Amount: \_\_\_\_\_ Name(s) on Credit Card: \_\_\_\_\_

I request and authorize E-Z Data, Inc. to make monthly withdrawals via electronic transfer from my credit card account above in the amount indicated above. This agreement begins during the month and year here stated \_\_\_\_\_ for the SmartOffice® Online or the SmartOffice® application registered to the individual/company named below. I request that this Authorization, unless previously revoked, continue to apply to any changes later made in products or services provided. I understand that E-Z Data, Inc. reserves the right to withdraw previous month(s) due during the month in which the first transaction is processed. Debits to my account will occur between the 10th and 15th of the month. I agree that the term of the Maintenance and Support Agreement is for 12 months from the beginning date stated above. This pre-authorized payment agreement will automatically renew annually and will remain in effect until cancelled in writing by either party. I agree that if this pre-authorized payment agreement terminates for any reason before the end of the 12-month period, E-Z Data, Inc. is authorized to debit my account for the full remaining balance due unless other arrangements for payment of the balance have been approved by E-Z Data, Inc. As a convenience to me, I hereby request the credit card issuer above to accept and honor transfer withdrawals from my account. I agree that your rights in respect to each transfer shall be the same as if it were drawn personally by me and that you shall be fully protected in honoring such transfer. I further agree that if any such withdrawal is dishonored, whether with or without cause and whether intentionally or inadvertently, the credit card issuer shall be under no liability whatsoever if such dishonor results in the forfeiture of benefits. These Authorizations shall remain in effect until revoked in writing, mailed to the other parties at the address of record. The Company or Financial Institution shall have a reasonable time to act on the revocation notice. I have retained a copy of these Authorizations.

Card Holder Signature and Date: \_\_\_\_\_

SmartOffice® Registered User Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Driver's License or ID Card #: \_\_\_\_\_ State: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_





**Application Form**

**PRE-AUTHORIZED CHECKING ACCOUNT WITHDRAWAL PROGRAM**

**Amount:** \$ \_\_\_\_\_ **Account #:** \_\_\_\_\_ **Financial Institution Name:** \_\_\_\_\_

**Name(s) on Account:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip Code:** \_\_\_\_\_

I request and authorize E-Z Data, Inc. to make monthly withdrawals via electronic transfer from my account with the Financial Institution named above in the amount indicated above. This agreement begins during the month and year here stated \_\_\_\_\_ for the SmartOffice® Online or SmartOffice® application registered to the individual/company named below. I request that this Authorization, unless previously revoked, continue to apply to any changes later made in products or services provided. Due to bank processing procedures, I understand that my first debit may not occur for one or two months from the beginning date above and that E-Z Data, Inc. reserves the right to withdraw previous month(s) due during the month in which the first transaction is processed. Debits to my account will occur between the 15th and 20th of the month. I agree that the term of the Maintenance and Support Agreement is for 12 months from the beginning date stated above. This pre-authorized payment agreement will automatically renew annually and will remain in effect until cancelled in writing by either party. I agree that if this pre-authorized payment agreement terminates for any reason before the end of the 12-month period, E-Z Data, Inc. is authorized to debit my account for the full remaining balance due unless other arrangements for payment of the balance have been approved by E-Z Data, Inc. As a convenience to me, I hereby request the Financial Institution named above to accept and honor the draft or transfer withdrawals from my account. I agree that your rights in respect to each draft or transfer shall be the same as if it were a check drawn on you and signed personally by me and that you shall be fully protected in honoring such draft or transfer. I further agree that if any such withdrawal is dishonored, whether with or without cause and whether intentionally or inadvertently, the Financial Institution shall be under no liability whatsoever if such dishonor results in the forfeiture of benefits. These Authorizations shall remain in effect until revoked in writing, mailed to the other parties at the address of record. The Company or Financial Institution shall have a reasonable time to act on the revocation notice. I have retained a copy of these Authorizations.

**Bank Signatures of Depositor(s) and Date:** \_\_\_\_\_

**SmartOffice® Registered User Name:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ **Driver's License or ID Card #:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

<b>Internal Use Only</b>			
Type: _____	New Authorization: _____	Financial Institution Change: _____	Add to Existing Account: _____

\*\*\*\*\* PLEASE ATTACH A VOIDED CHECK IN THE SPACE BELOW \*\*\*\*\*



## Database Conversion Disclosure Agreement

Please read this document carefully. Please read and initial each item under *Conversion Limitations*. Fill in the requested information at the bottom of this page and the next page of this form. Your signature on this form acknowledges your acceptance and understanding of the requirements and limitations of the conversion process. In order to process your conversion request, please contact your Sales Representative. (Steve Ambuul, 626-585-3505 ext. 7311).

### Conversion Limitations

(PLEASE READ AND INITIAL ALL ITEMS LISTED BELOW)

\_\_\_\_\_ I understand that if I contract E-Z Data to convert my database(s) that I must send a copy of my database(s) to E-Z Data for the conversion. If I continue to use my database program after sending a copy of my database(s) to E-Z Data, I must manually track any changes that are made to the database(s), by my office staff, or me, and re-enter this information when I receive my converted database(s) back from E-Z Data.

\_\_\_\_\_ I understand that it may take up to one week from the time that E-Z Data receives my database before my converted database is sent back to me.

\_\_\_\_\_ I understand that there are limitations in the conversion process. The design and unique characteristics of each database management system (DBMS) will prevent some data from being converted. (Contact your Sales Representative if you need information about the limitations of a specific DBMS.)

\_\_\_\_\_ I understand that I will have a ten-day evaluation period, beginning with the first business day after I receive my converted database(s), to install and evaluate the converted database(s) and report any errors to E-Z Data. After the ten-day evaluation period, repair or additional conversion work is subject to additional charges at the prevailing hourly rates (currently \$175/hr for programmer-level work, and \$125/hr for technician-level work).

Print Name \_\_\_\_\_ Company Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_



# Before You Send Your Database...

To ensure the success and timeliness of the *data conversion/evaluation process*, E-Z Data must have the following information, the correct database, and related files.

*\*The conversion process cannot be completed without this information.*

**Registered user:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Time zone & best time to call:** \_\_\_\_\_

**Database program to be converted:**

*Please check the appropriate box*

- CDS Version 4.3**
- CDS Version 6.0**
- FDP v2.5** (*All form letters that are associated with your FDP database will be required*)
- ACT** (*version # required*)
  - o **Version number:** \_\_\_\_\_
- Goldmine** (*version # required*)
  - o **Version number:** \_\_\_\_\_
- Other**
  - o **Program Name:** \_\_\_\_\_
  - o **Version number:** \_\_\_\_\_

**Converting to:** NFP – SmartOffice Online Private Hosted

<b>Current Database Name</b> (List All Databases)	<b>Primary User Login Name</b>	<b>Password</b> (If applicable)	<b>Total Number of Clients</b>	<b>Desired New Database Name</b> (will be CLIENTS if not provided)

**Top 5 Clients in your current database**

**Please enter the names of 5 client records in your main existing database so that our conversion department will be able to adequately compare/contrast both the pre-conversion and post-conversion database(s).**

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**Client 1 Name:**

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**Client 2 Name:**

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**Client 3 Name:**

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**Client 4 Name:**

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**Client 5 Name:**

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NATIONAL FINANCIAL PARTNERS



# Fax

**To:** Steve Ambuul

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**Fax:** 800-777-7620

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**Phone:** 626-585-3505 ext. 7311

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**Re:** SmartOffice Order from NFP Firm

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Upon review and completion of all forms, sign documents and fax all pages to E-Z Data, using this page as your fax cover page.

For questions about the license agreement, payment process, or E-Z Data's Database Conversion Services contact our E-Z Data Corporate Account Development:

Steve Ambuul  
Corporate Account Development  
E-Z Data, Inc.  
(626) 585-3505 ext. 7311  
(626) 394-4808 Cell  
[sambuul@ez-data.com](mailto:sambuul@ez-data.com)



**E-Z Data, Inc.**

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