CHECKWARESYSTEMS

Surety Bank RDC \ Purchase Agreement

Company Name	
DBA Name	
Billing Address	
Shipping Address	
Contact Name	
Email Address	
Phone Number	

Terms and Conditions

There are no warranties or conditions, expressed, implied, statutory or otherwise applicable to the services or subject matter herein unless provided; and this agreement shall be governed and construed in accordance with the state laws of Florida. In the event that CheckWare Systems does change the rates offered with service not covered under an existing agreement, CheckWare Systems will provide the Client with notification 30 days in advance of such changes. The initial term of this agreement is for twelve (12) months commencing on the "Effective Date". At the end of the initial term, this agreement shall automatically renew month to month and CheckWare Systems will honor the original agreement as long as this managed services agreement and payment is maintained in good standing..

Managed Fees, Payments, and Changes

Payment Schedule: All Installation Fees and Service Fees are payable in advance of the coverage period and are due immediately. Such Fees must be paid monthly by Automatic Monthly Withdrawal from a Business Checking Account or Monthly in Advance by Business Check drawn upon a United States financial institution. The client's checking account or other established authorized automatic payment deduction methods will be processed by CheckWare Systems within the last 5 business days of the month for the next billing period.

Past Due Amounts: Past due amounts are subject to a service charge of $55.00 per site, per month. CheckWare Systems reserves the right to terminate services and data access for any past due amount exceeding 30 days. Failure to pay in no way relieves the obligation of the Client to for services performed or equipment delivered

Early Termination

Client may terminate this Service Agreement in its entirety or any Specific Site Schedule at any time by communicating the intent to terminate the Service Agreement or Site Schedule in writing sixty (60) days prior to the desired termination date. All early terminations are subject to the termination fee for the remaining payment for the Monthly Service Agreement. If CheckWare Systems fails to perform as a result of this Agreement; monthly fees for the month in question will be credited to the customer account.

This shall be the sole and exclusive remedy for a failure to perform. Under no circumstances is CheckWare Systems liable or responsible for any lost business, lost revenue, or damages of any type. When executed and delivered by Swift & Secure Systems Inc., an Authorized Agent this Agreement will constitute the legal, valid, and binding obligation of CheckWare Systems and Prospect enforceable in accordance with its terms.

This Agreement represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. This Agreement is for the sole benefit of the parties hereto and is not for the benefit of any third party. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to licenses granted herein or to any term of condition of this Agreement.

CheckWare Systems - 11680 Orange Blvd. West Palm Beach, FL 33412

CHECKWARE SYSTEMS

ACH Authorization

$69.00 per month for the software License (up to 3 machines per license can access CheckWare)
$50.00 per month for support and backup of each CheckWare Systems Database
$300.00 one-time SetUp Fee for remote deposit banking

   In this Authorization Agreement for Preauthorized Payment ("Authorization") the words "We" and "Us" mean **CheckWare Systems**, (and includes its agents). The words "You" and "Your" mean the person signing below who has agreed to allow us to debit your account for all startup fees and any monthly recurring amounts due
   **YOU AUTHORIZE US,** to initiate ACH debit entries to your deposit account indicated below for the single payment that comes due with regard to the startup fees and monthly amounts due for which you are contracted. Please fill in the depository institution information below. We will receive and debit such entries to your checking account identified below.

Bank Name	
Routing Number	
Account Number	
Total Monthly Amount	$119.00 + $0.10 per check transmission fee **$25.00 min charge**
Hardware Cost	$ INITIAL HERE TO APPROVE ACH FOR HARDWARE:

7% Sales Tax will be added to the hardware cost when processing

This Authorization becomes effective at the time you execute the original contract and will remain in full force and effect until we have received written notice of termination from you in such time and manner as to afford us a reasonable opportunity to act on your notice. You authorize us to initiate a debit entry to your checking account to pay all sums owed under the contract agreement on the date the amounts are due or at any later time. If you revoke this authorization before the contract is terminated, you authorize us to prepare and submit a check drawn on your checking account on or after the due date for the remaining balance. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as all amounts are paid in full. **Unless the authorization is properly revoked by you,** if any ACH Debit entries or checks are returned by your bank as unpaid, you agree to pay a fee of $55.00 for processing the return.

Authorized Signature:_____ Date: _____
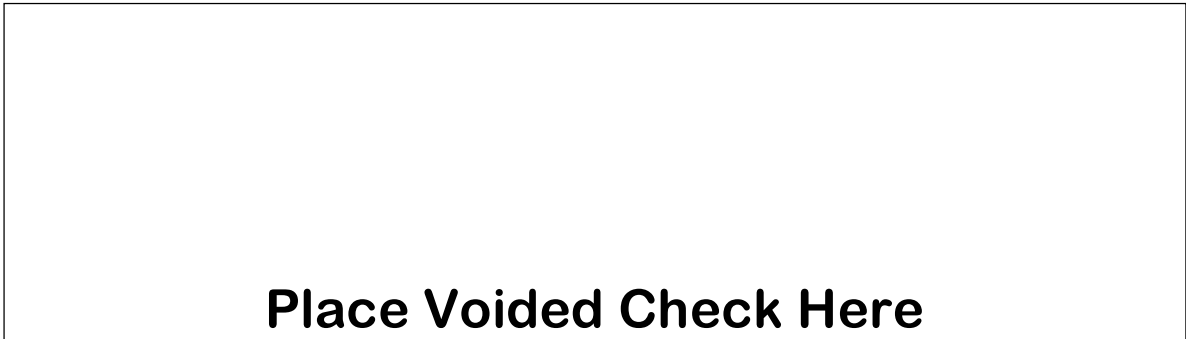
Place Voided Check Here

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License Agreement

The customer agrees that this software is for the exclusive use of their company solely for the purpose of assisting in the process of cashing checks at the retail level. The customer holds CheckWare Systems harmless for any and all results of use of the CheckWare Systems Database Software and agrees to limit any claims against CheckWare Systems to the costs of the monthly rental only in any dispute. All disputes will be resolved in the State of Florida.

The customer agrees to use the software for the described purpose, within the confines of the customers' business and not to lend, sell or in any way allow use of the software to any other company or individual for any reason whatsoever.

The customer further acknowledges that the use of the software is restricted to systems designated by this agreement and to the location and equipment specified by the agreement.

The customer further acknowledges that the software will be used for legal purposes only and furthermore the customer is not barred from check cashing by any Local, State or Federal Agency.

CheckWare Systems certifies that within the confines of this agreement, it will provide for the peaceful enjoyment of the software, all applicable upgrades and add-ins as well as Customer Support, between the hours of 7:00 AM and 7:00 PM, Eastern Standard Time, Monday through Friday – provided that the Monthly License Fee is paid by ACH on the 15th of each month. This service will be supplied by remote support. The customer authorizes the use of remote access to perform these tasks. If, for any reason, the monthly license fee is unpaid by the 25th of the month, CheckWare Systems may, at its sole discretion, terminate this agreement. In the event Swift & Secure Systems Inc. elects to terminate the Licensing/Support Agreement the client will be able to use the CheckWare Systems Database Software to view and manage all transactions and files captured prior to termination of the licensing agreement. Audit reports will be available on a demand basis at the then prevailing rate. All Backups will be made available to Swift & Secure Systems Inc. 30 days from termination

Support Agreement

· Live Remote Desktop Support and Training from a Certified CheckWare Systems Analyst during business hours (Mon-Fri 7:00 a.m. 7:00 p.m. EST)
· Though we strive to answer all support calls immediately CheckWare Systems reserves a 2 hr. call back window depending on call volume.
· State Certified and Approved HB217 $1000 log live transmission and reporting
· On – Call After Hours Emergency Support (fee may apply)
· Access to all Web based help tutorials
· 1 – year manufacturer warranty an all hardware
· Anti-Virus and Backup Software Licenses. (CheckWare Systems Analyst will handle the renewal at no additional cost)
· Free CheckWare Systems software upgrades
· Monthly newsletters and Fraud alerts
· Access to the CheckWare Systems Fraud Network (network of independent check cashers working together to detect and catch suspicious activity instantly.)
· Included 1 each annually (State\Federal) Audit Package and Support with fully compliant CSV transaction log and image files (all transactions) for documented exam period. ** Changes to exam period or audit requirements after original package has been created will require a Custom Reporting service charge billed at $75.00 per hour by ACH. Reporting services for independent auditors or accountants are also available at the Custom Reporting Service rate. **
· CashTrax® software with programmable buttons for detailed cash reconciliation reports along with pre-formatted CSV files for importing into spreadsheets.
· Additional Services may be charged at the then prevailing rate.
· A Daily Secure Remote back-up: Records kept for 5 years as per compliance requirements
· Catastrophic system recovery, a new CheckWare WorkStation® with your most up-to-date records delivered within 72hrs. (Certain Charges may apply.)
· CheckWare21® -remote deposit capture banking supported (no additional hardware needed.)
· Pre-paid shipping and pick-up of Extended Warranty Equipment

Customer Initial_____

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