



11680 Orange Blvd. West Palm Beach, FL 33412

National Check & Currency RDC \ ACH Purchase Agreement

For the purposes of this form the words "We" and "Us" refers to **CheckWare Systems**, (a software provider). The words "You" and "Your" refers to the agent signing and initialing this form on behalf of "Company Name" a state licensed check casher. By doing so **YOU AUTHORIZE US**, to initiate a payment for your **CheckWare** license via **ACH** debit on the **15th of every month** from the account listed in this form. Additionally, for your convenience, **YOU MAY AUTHORIZE US** to process a **ONE-TIME ACH PAYMENT** for your hardware \ setup costs, by initialing the appropriate box below. Once executed, all parties are bound by the terms of this agreement for a period of one year. Terminating this agreement prior to the contractual expiration date will result in an early termination fee of \$250 plus any remaining license payments owed as per our terms. Once the initial 12 month term expires, your **CheckWare** license will automatically renew on a month to month basis until such time that we are notified of your desire to cancel \ terminate. All cancelations requests must be done in writing with 60 day prior notice. There will be a \$45 fee assessed for any ACH returned for lack of funds, frozen \ closed accounts, or any other type of nonpayment.

Business Info			
Contact Name			
Company Name			
DBA Name			
Bill Address			
Ship Address			
Phone Number			
Email Address			
ACH Bank Info			
Bank Name			
Routing Number			
Account Number			
ACH Billing			
ACH : License	Premium Support Package: \$119.00	Live Support Tech: \$ FREE	ACH on the 15 th
ACH : RDC	Bank Setup Fee: \$330	CheckWare21: \$.10 per check \$125 max	ACH on the 1 st
ACH : Purchase Invoice ***	\$	Please ACH Hardware\Setup Cost Initial Box	
*** Shipping and 7% sales tax are added to the purchase invoice when processing payment***			

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 on 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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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.