

SOFTWARE LICENSE AGREEMENT



This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and _____ ("Customer").

Definitions

Software. The term "Software" shall mean the computer program(s) in object code on the Licensor's and Third Party Website.

Local association. The term "Customer" shall mean the named entity signing this agreement.

License

Grant of License. Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the Software on Licensor's Website.

Tax Advice. Customer agrees that Licensor is not providing tax preparation, or tax related consulting services and understands that Licensor will not sign Customer's tax return(s) as a paid preparer of any tax return(s). Customer agrees that they are responsible for determining the accuracy of any Software generated reports used in preparation of any tax return(s).

License Fee

In General. In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor annual subscription fee of \$_____ (the "License Fee") unless otherwise stated within this agreement.

Unit Revenues	Base Fee	Options/Upgrades			
		Online Store	Form 990 Worksheet	Form 990 EZ Worksheet	Form 199 CA Worksheet
Up to \$50,000	\$199.00	Included	n/a	n/a	n/a
\$50,001 - \$200,000	\$299.00	Included	n/a	Included	Included
Over \$200,001	\$399.00	Included	Included	n/a	Included

Payment Terms. Payment in full shall be tendered within 45 days of the execution of this Agreement.

Data Security Confidentiality

Data Security. Customer understands that Licensor will provide for daily backups of data input into the Software.

Confidentiality

Confidentiality. Licensor and Customer agree to respect the privacy of all data entered into and maintained in the system. In particular, Licensor and Customer and their officers and representatives, agree to protect the confidentiality of member names, addresses, and other contact or personal information.

Term and Termination

Effective Date. This Agreement and the license granted hereunder shall take effect on _____.

Annual Renewal. This Agreement shall automatically renew each year on its anniversary date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee/Invoice thirty (30) days before the anniversary date of this Agreement. Customer will not need to sign a new contract for each annual renewal, but may be required to provide current contact information of the names of new users. This Agreement will remain in force unless terminated as provided below. In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) days notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement.

Assignment

Assignment. Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, officer/member, affiliated entity or third parties without Licensor's prior written consent.

General Provisions

Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

Amendment. This Agreement may be modified or amended as necessary by the Licensor to ensure conformance with legal or IRS requirements and/or PTA rules and procedures.

Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.

Licensor: _____ Signature _____ Name <u>Gray Step Software, Inc.</u> _____ Title	<p>Do not type or write in this box</p> <p style="text-align: right;"><i>Please Email, Fax or mail agreement to:</i></p> <p>Gray Step Software, Inc. PO Box 4408 El Dorado Hills, Ca 95762 ptaez@csmcentral.com Fax: (916) 941-7234</p>
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Signatures (Two Unit Officers Required):

Treasure's Signature (Preferred)

Name: _____

Title: _____

President's Signature (Preferred)

Name: _____

Title: _____

CUSTOMER NAME/ADDRESS/PHONE/EMAIL

Name: _____

Address: _____

Phone: _____

Email: _____