

**ELITE SOFTWARE, INC. AUTOMATED PAYMENT SYSTEM (APS) AGREEMENT, (Rev. 03/08)**

**TERMS AND CONDITIONS**

1. The undersigned account holder ("ACCOUNT HOLDER"), authorizes Elite Software, Inc. ("ELITE"), to initiate direct debit entries and/or correction entries to ACCOUNT HOLDER's bank account indicated below in satisfaction of obligations of a licensee ("LICENSEE") of ELITE's salon and spa management software package and additional charges related thereto. ACCOUNT HOLDER also authorizes the financial institution named below, hereinafter referred to as DEPOSITORY, to debit the same to such account.
2. ACCOUNT HOLDER authorizes ELITE to debit ACCOUNT HOLDER's according to the terms set forth in the license agreement or other agreements between ELITE and LICENSEE, as they shall exist from time to time. ACCOUNT HOLDER has read and agrees to the terms of direct debit according to such Agreement(s). ACCOUNT HOLDER agrees to the terms of such agreement related to debits to ACCOUNT HOLDER's depository account. **ACCOUNT HOLDER understands all debits made to ACCOUNT HOLDER's bank account are final and nonrefundable.** This Agreement authorizes ELITE to debit ACCOUNT HOLDER's bank account designated herein for any and all current and future charges related to LICENSEE's use of ELITE's products and services. It shall be the responsibility of ACCOUNT HOLDER to notify ELITE if this Agreement is no longer valid or ACCOUNT HOLDER no longer consents to the direct debits contemplated herein.
3. ACCOUNT HOLDER understands no written receipt of any debit entries will be provided by ELITE to ACCOUNT HOLDER, and the debit entry appearing in ACCOUNT HOLDER's monthly bank statement will serve as a receipt of the debit entry.
4. If a debit entry is not honored by DEPOSITORY for any reason, ACCOUNT HOLDER authorizes ELITE to add a return fee of \$35.00 to the next month's billing for each occurrence of a non-paid debit.
5. In the case of recurring monthly debits to ACCOUNT HOLDER's bank account, if ACCOUNT HOLDER should ever change or close the authorized bank account, LICENSEE agrees to provide a new *Elite Software, Inc. Automated Payment System (APS) Agreement* authorizing ELITE to debit a new bank account.
6. In the event ELITE commences any action or actions regarding non-payment of any outstanding balances, or otherwise seeks to enforce this agreement against ACCOUNT HOLDER, ACCOUNT HOLDER agrees to pay reasonable attorney fees, court costs and other expenses, incurred by ELITE, whether or not suit is filed. ACCOUNT HOLDER agrees Florida law shall apply to all disputes arising from this Agreement and exclusive venue for any action shall lie in state court in Alachua County, Florida. This agreement is not transferable or assignable without the prior written consent of ELITE. This agreement is legal and binding when signed by ACCOUNT HOLDER below.

**AUTHORIZED AGREEMENT FOR PRE-ARRANGED PAYMENTS (DEBITS)**

ACCOUNT HOLDER AND LICENSEE have read and agree to the terms and conditions regarding direct debits, as set forth herein and in any applicable license subscription or other agreements between LICENSEE and ELITE. I authorize Elite Software to receive payment of my monthly fee(s), and payment of other authorized purchases, by initiating direct debit entries to my bank account at the financial institution listed below. Upon completion of this Agreement, fax this Agreement to **352-335-1300** or send via US Mail to Elite Software, Inc., 3324 W. University Avenue, #130, Gainesville, FL 32607.

Account Holder's Printed Name	Account Holder's Signature	Date	
Licensee's Printed Name	Signature of Licensee's Agent	Date	
Name of Licensee's Business	FED ID Number or Social Security Number		
Depository (Bank Name)	Branch	City	State
Bank Transit/ABA Number	Bank Account Number	Bank Telephone Number	

*Attach voided check here*

\*Agreement revised by Elite Software, Inc. March 2008

For office use only: \_\_\_ New \_\_\_ Replacement \_\_\_ Subscription \_\_\_ Purchase