# EBS Master Software License Agreement v1.0

Last Updated: November 2nd, 2026

## 1. Parties and Definitions

This Master Software License Agreement (the "Agreement") is between **EBS Software LLC**, a New York limited liability company doing business as Enhanced Business Systems, 350 Northern Blvd, STE 324 -1639, Albany, NY 12204 ("EBS"), and the entity named on the Service Order ("Client"). It takes effect when Client accepts the Service Order, in writing or electronically, and EBS confirms the order in writing, including by email (the "Effective Date").

**1.1 Definitions.**

- **"Software"** means the Enhanced Fund Accounting application, version 12 and every later version, including the launcher, the installer and updater tools, all Updates, and the Documentation.
- **"Update"** means any new release of the Software that EBS makes available, including corrections, regulatory and tax table changes, new features, and new major versions.
- **"Data File"** means the database file or files that hold Client's financial records.
- **"Client Data"** means the records Client enters into or generates with the Software.
- **"Documentation"** means the user guides, Quick Steps, and other instructions EBS publishes for the Software.
- **"License Year"** means each twelve month period starting on the license start date in the Service Order.
- **"Service Order"** means the order form, accepted by Client, that references this Agreement.

**1.2 Order of documents.** This Agreement and each Service Order form one contract. If they conflict, the Service Order controls only as to fees for the first License Year, dates, and the items it specifically lists. Fees for later License Years are set as governed by Section 4.3.

## 2. License and Ownership

**2.1 License grant.** For each License Year Client has paid for, EBS grants Client a non-exclusive, non-transferable license to install and use the Software on any computers Client owns or controls, solely to keep Client's own financial records. The license is a subscription. It lasts only while this Agreement is in effect and the current License Year is paid.

**2.2 One entity.** The license covers the one entity named on the Service Order. Client may let its employees, officials, auditors, and outside accountants or bookkeepers use the Software for Client's records. No one may use Client's license to keep records for any other municipality, district, or organization. Each entity needs its own license.

**2.3 Restrictions.** Client will not, and will not let anyone else: (a) copy the Software except for backup; (b) modify, reverse engineer, decompile, or try to extract its source code or design; (c) remove or bypass any license key, registration, or other protection; (d) sell, rent, lend, sublicense, or transfer the Software; or (e) use the Software for any entity other than Client.

**2.4 Ownership.** EBS owns the Software and all intellectual property in it, including every Update, every modification or customization made for Client or anyone else, and all Documentation. Client receives a license to use the Software. Nothing is sold to Client. If Client gives EBS suggestions or feedback, EBS may use them freely and owns any resulting improvements. All rights not expressly granted are reserved by EBS.

**2.5 Client Data.** Client owns Client Data. The Software runs on Client's systems and EBS does not store Client Data, except what EBS sees or receives while giving support. EBS will keep Client Data confidential and use it only to support Client.

**2.6 Earlier versions.** This Agreement does not change any rights Client already holds in versions of the software before version 12. Once Client is running version 12, EBS has no obligation to support or update any earlier version.

## 3. Updates, Launcher, and Support

**3.1 Updates included.** While the license is paid, Client receives all Updates EBS releases, including new major versions, at no extra charge.

**3.2 Client applies Updates.** EBS will notify Client when an Update is available. Client decides when to apply it. Applying an Update may change the structure of Client's Data File. Client will be notified before any data file changes are made. **Before applying any Update, Client must make and verify a complete backup of its Data File.**

**3.3 Supported versions.** EBS supports the current release and the release immediately before it. To get support, Client may need to apply available Updates first. Regulatory and tax table changes take effect only after Client applies the Update that contains them.

**3.4 License verification and diagnostics.** The Software may use license keys, registration, and automated checks to confirm that Client's license is current. The launcher and updater may connect to EBS servers to check for and download Updates and to send EBS technical information such as version, installation, and error details. They will not send Client Data to EBS except as part of a support request Client initiates.

**3.5 Support.** While the license is paid, EBS provides reasonable help with use of the Software by phone, email, and remote session during its published support hours. Support does not include bookkeeping, data entry, data repair or reconstruction, training sessions, custom reports, or problems caused by Client's hardware, network, or other software. EBS may provide those services at its published hourly rates.

**3.6 Remote access.** When Client asks for help, Client authorizes EBS to connect to Client's computers by remote session to the extent needed to resolve the request.

## 4. Fees, Term, and Lapse

**4.1 Fees.** Client will pay the one-time and annual license fees in the Service Order. EBS invoices the annual license fee before each License Year. Invoices are due within 30 days, and EBS will work with Client's board approval schedule.

**4.2 Term and renewal.** This Agreement runs for one License Year and renews automatically for one year at a time, unless either party gives written notice of non-renewal at least 30 days before the current License Year ends.

**4.3 Fee changes.** EBS may change the annual license fee for a future License Year by giving Client written notice at least 60 days before that License Year starts. If Client doesn't accept the change, Client may give notice of non-renewal.

**4.4 Annual appropriation.** Client's obligation to pay for any future License Year depends on its governing body appropriating funds for it. If funds are not appropriated, Client may end this Agreement at the end of the last paid License Year by giving EBS written notice.

**4.5 License required while installed.** Client must hold a paid annual license for every License Year in which the Software is installed on, or used from, any Client computer. Client has no right to keep using version 12 or any later version without a paid license.

**4.6 Ending use.** If this Agreement ends for any reason, Client must stop using the Software and remove it from all Client computers within 90 days. During those 90 days, Client may use the Software only to view, print, and export Client Data. On request, EBS will help Client export its data at EBS's published hourly rates.

**4.7 Unlicensed use.** If the Software remains installed or in use after this Agreement ends, or during any License Year that has not been paid, Client owes the annual license fee for each such License Year. Client may resume a paid license at any time by paying those fees and signing a new Service Order.

**4.8 Taxes.** Client represents that it is a New York governmental entity exempt from sales and use tax. Client's signed Service Order is its purchase documentation for that exemption. If Client is not exempt, Client will pay any applicable tax.

## 5. Client Responsibilities, Warranty, and Liability

**5.1 Client's books.** The Software is a recordkeeping tool. It does not provide accounting, audit, tax, payroll, or legal advice. Client is solely responsible for: (a) the accuracy and completeness of everything entered into the Software; (b) reviewing all reports, checks, payroll, filings, and other output before relying on it; (c) its own compliance with laws, regulations, and reporting requirements, including those of the New York State Office of the State Comptroller; (d) backing up its Data File regularly and before every Update; and (e) the security of its computers, network, and user accounts.

**5.2 Payments and ACH.** The Software can create checks, direct deposit files, and ACH payment files. EBS is not a bank, payment processor, or money transmitter, and does not send, receive, or hold any funds. Client is solely responsible for: (a) every payee, account, routing number, and amount; (b) reviewing and approving each payment and payment file before it is sent to Client's bank; (c) its agreement with its bank and compliance with NACHA rules; and (d) internal controls, including separating the person who enters payments from the person who approves and sends them. **EBS is not liable for any payment that is wrong, duplicated, late, unauthorized, or fraudulent.** EBS will never ask Client to change payment or bank information by email alone. Client should confirm any such request by phone at a number it already has.

**5.3 Warranty.** EBS warrants that the Software will perform substantially as described in the Documentation. If it doesn't, Client's only remedy is for EBS to fix the problem or, if EBS can't, to refund the annual license fee for the current License Year.

**5.4 Disclaimer.** Except for Section 5.3, the Software, Updates, Documentation, and support are provided **"AS IS."** EBS disclaims all other warranties, express or implied, including merchantability, fitness for a particular

purpose, and non-infringement, and does not warrant that the Software will be error-free, uninterrupted, or that any Update will not affect Client's Data File.

**5.5 No indirect damages.** Neither party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost data, lost funds, lost revenue, or the cost of reconstructing records, however caused.

**5.6 Liability cap.** EBS's total liability for all claims of any kind relating to this Agreement, the Software, any Update, any payment, or any support is limited to the fees Client paid EBS in the 12 months before the claim arose.

**5.7 Why these limits apply.** The fees reflect these limits. They apply even if a remedy fails of its essential purpose, to the fullest extent the law allows.

## 6. Termination and General Terms

**6.1 Termination for breach.** Either party may end this Agreement if the other materially breaches it and doesn't cure the breach within 30 days after written notice.

**6.2 After termination.** Sections 4.6 and 4.7 apply. Client stays responsible for fees owed before termination. Sections 2.3, 2.4, 2.5, 4.6, 4.7, 5, and 6 survive.

**6.3 Assignment.** Client may not assign this Agreement without EBS's written consent. EBS may assign it to an affiliate or to a successor to its business, with notice to Client.

**6.4 Public records.** EBS understands that Client is subject to New York's Freedom of Information Law.

**6.5 Governing law.** New York law governs this Agreement.

**6.6 Notices.** Notices must be in writing and sent by mail, courier, or email to the addresses in the Service Order.

**6.7 Entire agreement.** This Agreement and the Service Order are the entire agreement on this subject. They replace all earlier proposals, quotes, and understandings with EBS or the prior owner of the Software business. Terms on a Client purchase order or voucher don't apply. Changes must be in writing and signed by both parties.

**6.8 Other terms.** If any part of this Agreement is unenforceable, the rest stays in effect. A delay in enforcing a right is not a waiver. Neither party is liable for delays caused by events beyond its reasonable control. The parties are independent contractors. This Agreement may be signed electronically and in counterparts.