

Hosting on Rightworks

Billing and Payment Policy

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By agreeing to and accepting Drake's Terms and Conditions for Third Party Products and Services for the right to subscribe to the Service, Subscriber also agrees to and accepts the terms and conditions of this Billing and Payment Policy.

Definitions

- "Additional Application" means any application that is made available for purchase by Drake to Subscriber in the Rightworks Cloud for an additional monthly application fee, such as Foxit PhantomPDF.
- "Automated Recurring Billing" means the billing method used by Drake to manage recurring, subscription-based transactions.
- "Company Account" means the Subscriber's account provisioned by Provider in the Rightworks Cloud and used by Subscriber's Users for accessing the Service.
- "Delinquent Payment" means payment for Services that has not been made timely by Subscriber to Provider.
- "Drake" or "Drake Software" means Drake Software, LLC, the company selling the Service and providing frontline, or Tier 1, support for the Service.
- "Drake Applications" means the applications made available by Drake for use by the Subscriber in the Rightworks Cloud."
- "Effective Date" means the date the Rightworks Cloud is first made available to the Subscriber after Subscriber completes the sign-up process, agrees to Drake's Terms and Conditions for Third Party Products and Services, and enters into the Rightworks Service Agreement with the Provider.
- "Initial Term" means the Subscriber's first paid term beginning on the Effective Date.
- "Office" means a unique instance within the Subscriber's company account in which Users are assigned by Subscriber to use software specific to a particular tax office.
- "Provider" means Rightworks, LLC, the company providing the Service.
- "Renewal Term" means any subsequent term following the Initial Term or a term which is automatically renewed in the event the Service is not cancelled by either party.
- "Rightworks Cloud" means the designated location on Provider's servers and related hardware where a Subscriber accesses its Drake Applications, Additional Applications, and related Subscriber Data.
- "Service" or "Services" means the capabilities and features provided by Provider to the Subscriber for the purposes of hosting, supporting, updating, maintaining, securing, and/or recovering as necessary the Drake Applications, Additional Applications, Subscriber Data, and the Rightworks Cloud.

- “Subscriber” means the tax preparation company that signs up to use the Service, agrees to Drake Terms and Conditions for Third Party Products and Services, and agrees to Right works Terms and Conditions.
- “Subscriber Data” means any and all files, electronic or otherwise, created by Subscriber or Subscriber’s Users using Drake Applications or other applications and stored in the Rightworks Cloud, including, but not limited to, all files created through Drake Applications as a result of using the applications, and all files moved, saved, scanned, or otherwise placed by the Subscriber or Subscriber’s Users into the Rightworks Cloud for storage or other business purposes.
- “Suspension” or “Suspended” means the Subscriber is not permitted to access its Rightworks Cloud until the sum of all Delinquent Payments is paid in full to Drake.
- “Term” means an Initial Term or Renewal Term.
- “User” means a unique login purchased by Subscriber and used to access the Rightworks Cloud in conjunction with its corresponding password. A Subscriber can purchase multiple Users for access to its Company Account and Rightworks Cloud. The Rightworks Cloud is designed for a Subscriber to assign a unique person to each unique User account. While not recommended for security reasons, a unique User can be used by multiple individuals; the Rightworks Cloud, however, will prevent a User from being used simultaneously from different devices.

Policy

- Payments – All payments for the Service are due before delivery of the Service. All subscriptions to the Service are subject to Automated Recurring Billing (ARB), by credit card, for purposes of renewal and continuation of Service. Drake reserves the right to modify this policy at its discretion.
- Cancellation Fee – If Subscriber cancels the Service within the first 30 days, Subscriber may be eligible for a partial refund if Subscriber's initial payment is greater than the cancellation fee of \$50. See *Cancellation of Service* in this policy for more details.
- Correction Fees – If an incorrect number of Users is purchased and a correction to the number of Users is requested within 24 hours of making the purchase, the correction will be made and a \$50 correction fee will apply. If the correction is requested after the 24-hour period, no correction will be made; the Subscriber should remove the additional, unwanted Users prior to the next monthly billing cycle to avoid any future charges.
- Storage Overage Fee – Storage allocation and use is aggregated and totaled for all of the Subscriber’s Users created under its Company Account, with fees charged to the Subscriber on a monthly cycle. 40 gigabytes (GB) of storage space per User is included. Additional storage space used will incur a monthly storage overage fee, determined at the beginning of each monthly billing cycle, based on the amount of additional storage space used. Each additional 1 GB is billed at \$1 per month. A monthly billing cycle is from the first day to the last day of every month.
 - *Example 1* – ABC Company Account has one Office with one User; 40 GB of space is included in the subscription. If ABC Company Account is using 42 GB of storage space at

the beginning of the June billing cycle, it will incur a storage overage fee of \$2 for the month of June (42 GB used – 40 GB included = 2 GB overage).

- *Example 2* – ABC Company Account has two Offices with two Users; 80 GB of space is included in the subscription. If ABC Company Account is using a combined storage space of 60 GB at the beginning of the June billing cycle, it does not incur a storage overage fee for June.
- *Example 3* – ABC Company Account has four Users and one Office; 160 GB of space is included in the subscription. If ABC Company Account is using a combined storage space of 180 GB at the beginning of the June billing cycle, it will incur a storage overage fee of \$20 for the month of June (180 GB used – 160 GB included = 20 GB overage).
- Additional Application Fee – Additional Applications can be purchased and assigned to Users. The fees for Additional Applications will be charged on a monthly basis at the beginning of each monthly billing cycle. Application fees will apply regardless of whether or not an active application is used in a given monthly billing cycle.
- Additional Application Fee Billing Cycle – Additional Application fees are billed on a monthly cycle and are not prorated. A monthly billing cycle is from the first day to the last day of every month.
- Adding Additional Applications – Additional Applications can be added at any time. When Subscriber first adds an Additional Application, Subscriber will be charged the full monthly fee for the current month. Until the Additional Application is removed, it will be automatically renewed as a monthly subscription and Subscriber’s authorized credit card will be charged fees on or about the first day of each month. Additional Applications are assigned to Users within the Rightworks [AppHub](#).

NOTE: Once you add the Additional Application, log in to the Rightworks [AppHub](#) to assign the application to a User.

- Removing Additional Applications – Additional Applications can be removed from service on a monthly basis. Additional Applications must be removed prior to the last day of the month in order to avoid being billed another cycle. There is no refund for days not used in the month when an Additional Application is flagged for removal. For example, if an Additional Application is flagged to be removed from service on January 20, Subscriber will not receive a refund of the Additional Application fee for January 21-31.

NOTE: When removing an Additional Application, you must also disassociate the Additional Application from the User in your Rightworks [AppHub](#) prior to the end of the month. This will ensure the application is removed from the correct User.

- User Fee – User fees are charged monthly, at the beginning of each month. User fees will apply regardless of whether or not an active User logs in during the Term.
- User Fee Term Period – A monthly Term is from the first day to the last day of every month. When Subscriber first subscribes to the Service, it will be charged a prorated monthly fee based on the number of days remaining in the month of activation. Until the User is deactivated, it will

automatically be renewed as a monthly Term and Subscriber's authorized credit card will be charged fees on or about the first day of each month.

- Adding Users – Users can be added at any time. The first month is prorated based on the day of activation during the month, and subsequent months are billed at the monthly rate for as long as the User is active.

NOTE: Once you add a User to your account on Support.DrakeSoftware.com, you must complete setup for that User in the Rightworks [AppHub](#).

- Automatic Renewal of Users – When the end of the Term is reached, User accounts will be automatically renewed as long as the Subscriber has not deactivated the User account(s). For example, if Subscriber adds one User in February, the March bill will include a renewal fee for that User
- Deactivating Users – A User can be flagged by the Subscriber at any time during the Term to be deactivated from the Service at the end of the Term. Users must be flagged for deactivation by the Subscriber prior to the last day of the Term in order to avoid being billed another Term for the User. There is no refund for days not used in the Term when the User is flagged for deactivation. For example, if a User is flagged on February 20 to be deactivated from service on February 28, Subscriber will not receive a refund of the February fee for February 21-28.

NOTE: Once a User is flagged for deactivation, you must choose which User to remove in the Rightworks [AppHub](#) before the last day of the month; otherwise, the last User added will be the one removed in Rightworks.

- Cancellation of Service – Either party may schedule cancellation of the Service at any time during the Term to be effective at the end of the current Term. If the Subscriber cancels the Service no later than 30 days after the Effective Date of the Initial Term, Subscriber may receive a partial refund of the portion of their initial payment that is greater than the \$50 cancellation fee. There are no refunds after the first 30 days. The cancellation notice, once received and verified, will terminate the Service at the end of the current Term. In the event of a cancellation after the first 30 days of the Effective Date of the Initial Term, there will be no prorated refunds. Subscriber will be responsible for the full payment for the current Term. See Data Retrieval below for the procedures to retrieve or request data when cancelling the Service*.

*The "Deactivate Subscription" button will be made available to Subscriber in the Rightworks Subscription Manager tool which can be accessed by logging in to Subscriber's account on Support.DrakeSoftware.com and choosing *Manage Rightworks*.

- Credit Card Declined/Suspended – If Subscriber's credit card is declined for payment of any of its Users, Additional Applications or storage overage fees, Drake will notify Subscriber by e-mail that its account has been Suspended. If Subscriber's Service bill remains unpaid on the last day of the subsequent month, Subscriber's Service will be cancelled. Receiving three Suspensions in

any consecutive 18-month period is grounds for cancellation of the Services by Drake. A reactivation fee of up to \$200 may be charged to Subscriber to reactivate the Service after a second Suspension.

- Data Removal – When the service is cancelled, **Subscriber Data will be retained for 90 days** and then completely removed from the Rightworks Cloud and Provider has no obligation to continue storing Subscriber Data.
- Data Retrieval – Subscriber should take measures to retrieve Subscriber Data prior to cancelling the Service. Subscriber should use features made available as part of the Service, such as the "Backup" features in Drake Applications, to retrieve Subscriber Data. Should the Service be cancelled for any reason, access will no longer be provided and Subscriber must submit a written request to Drake for retrieval of its Subscriber Data within the **Retrieval Period, which is defined as the 30 calendar days directly following the cancellation date**. Within 30 days of receiving the request, Provider will download the Subscriber Data to a portable drive and mail it to the Subscriber using the address on file. Drake may charge Subscriber up to, but not more than, \$300 per Office to fulfill a data retrieval request. Subscriber Data not retrieved during the Retrieval Period will be considered abandoned and becomes subject to removal and destruction from Provider's servers at the end of the retention period (90 days from cancellation date).
- Rates, Prices, Pricing Policies – All rates, prices, fees, billing policies, and billing procedures will be subject to change at Drake's sole discretion. Subscriber will be notified 30 days prior to any price changes going into effect.
- Billing Questions – Billing and Service-related questions should be directed to Drake's Support Team which is providing Tier 1 Support for the Service. You can contact Drake at RWHosting@DrakeSoftware.com or (828) 349-5556.
- Sales Tax – Subscribers with a shipping address in certain states/jurisdictions may be subject to sales and use tax on the Service purchased from Drake. Payment for these taxes will be remitted to Drake at the time of purchase. If sales and use tax applies to the Service purchased and is not remitted to Drake, Subscriber will be responsible for paying any applicable taxes to the appropriate taxing jurisdiction.