



EXCLUSIVE OFFER

UPS Savings Program

Get all the benefits of UPS Service for Small Business with a discount only available to Sage customers. As a global customer, Sage enjoys a substantial high volume discount. We are pleased to share the substantial savings with you as an active Sage customer.

We help drive today's business builders with a new generation of solutions to manage everything from money to people. We support our business builders for life by offering choice, support, expertise, and innovation. We've partnered with UPS because together we champion your causes and provide world-leading advice and support when you need it most.

Be Sage. Build On.

UPS Services

Easy Shipping and Tracking

Easily track the history and status of all of your shipments. Our on-line tools streamline shipping so your customers get their packages faster.

Pick Ups on Your Schedule

Skip the line by having UPS pick up your shipments. Whether its once in a while or every day, UPS has options to meet the needs of your small business.

Flexible Payment Options

Pay-As-You-Go or use the UPS Billing Center to easily view and pay a weekly invoice on-line. From a single account to multiple accounts, UPS makes paperwork painless.

Getting Started

Start Saving with Sage

Simply complete the agreement found on the following pages and email it to: ups@sage.com. We'll submit it on your behalf and apply your Sage discount. UPS will send your account enrollment information via email within 10 business days.



Packages per Week	Small Business Discount	Small Business Rate	Sage Rate	Savings per Package	Total Annual Savings
25+	28%	\$56.58		\$43.29	Unlimited
5 - 24	25%	\$59.97	\$24.89	\$35.08	\$43,779.84
0 - 4	20%	\$63.97		\$31.69	\$8,168.64

Savings above based on a 1 lb. package sent from Boston, MA and arriving at its destination in Los Angeles, CA by 10:30 AM the following business day. Actual discount % rates may vary. Some exclusions may apply. Active Sage subscription required.



EXHIBIT F – PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“the Participation Agreement”) is made and entered into as of the Effective Date set forth below amongst United Parcel Service, Inc. an Ohio corporation (“UPS”), _____ (“Customer”) and Sage NA (“Licensee”). This participation Agreement is binding upon the signature of all parties.

WHEREAS, UPS and Customer have entered into a Carrier Agreement dated _____ (the “Agreement”) pursuant to which UPS agreed to sell to Customer certain transportation services on the terms and conditions described therein;

WHEREAS, Licensee desires to receive transportation services from UPS at the incentive rate and discounts set forth in this Participation Agreement, and UPS agrees to provide said services to Licensee pursuant to certain terms and conditions more particularly described herein;

NOW, THEREFORE, for and in consideration of the foregoing promises, and other good valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Incorporation of the UPS Rate and Service Guides and the UPS Tariff.** UPS and Licensee agree that all of the terms and conditions of the applicable UPS Rate and Service Guides and the UPS Tariff in effect at the time of shipping are applicable to the provision of services under this Participation Agreement and are incorporated herein by this reference. Licensee further acknowledges that it has reviewed and understands the terms and conditions of the UPS Rate and Service Guides and the UPS Tariff.
- 2. Adoption of the Participation Agreement.** Licensee is eligible to receive services from UPS under this Participation Agreement as a result of the Agreement with may be modified, discontinued or terminated in whole or in part by Customer and/or UPS, at any time. Accordingly, Licensee agrees to the terms and conditions of this Participation Agreement and hereby consents to, agrees to be bound by, and waives notice of any extensions, deletions or other modifications of the term and conditions of the Agreement (including, without limitation, any extension of the initial term, any addition of new services or programs, or any deletions or modifications thereof).
- 3. Service.** UPS agrees to provide services to Licensee pursuant to the terms and conditions of this Participation Agreement and the incentive rates set forth in the Agreement. By signing this Participation Agreement, Licensee agrees that it is solely liable for and will pay all of the charges incurred by Licensee for services provided under this Participation Agreement.
- 4. Term.** This Participation Agreement will commence on the Effective Date and will be coterminous with the Agreement, including and extensions thereof. Licensee acknowledges that the initial term of the Agreement, and by extension thereof, this Participation Agreement, expires with termination or suspension of all Sage subscription services.
- 5. Confidentiality.** The parties agree to maintain the confidentiality of this Participation Agreement, including its rates, terms and incentives (the “Confidential Information”) unless disclosure is required by law. Customer agrees not to post or publicly display this confidential Information.

6. Representation and Warranty

6.1 Licensee hereby represents and warrants that it meets and will continue to meet throughout the term of this Participation Agreement, the definition of “Licensee” set forth in the agreement, which is a person or entity that has licensed Customer’s or one of Customer’ affiliated entity’s software.

6.2 Licensee has provided UPS with all reasonably requested and accurate financial documentation to enable UPS to complete its credit review prior to Licensee being eligible to receive UPS services pursuant to this Participation Agreement. Approval is required by UPS Credit Department for every Licensee account, both initially and for any Licensees subsequently added to the Participation Agreement. UPS reserves the right to deny commercial credit to any Licensee of Customer. Customer acknowledges that UPS does not extend consumer credit privileges.

7. Default and Termination of Participation Agreement.

7.1 Licensee shall be in default of the Participation Agreement if the Licensee fails to perform, comply with or violate any material term, condition or obligation of the Participation Agreement. This Agreement may be terminated by UPS if such default is not cured by Licensee with five (5) days after UPS has provided written notice to Licensee of the default.

7.2 If Customer notifies UPS that Licensee is no longer eligible to participate under this Participation Agreement, or that Licensee is, in violation of Section 11 below, selling assigning or transferring the UPS services, including pricing, to third party, UPS shall immediately terminate this Participation Agreement.

7.3 Licensee acknowledges and agrees that if the Agreement expires or is terminated for any reason whatsoever, such expiration or termination will operate as an automatic and immediate termination of this Participation Agreement without Notice to Licensee.

7.4 This Participation Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to any termination date.

8. **Address for Notices.** All notices, requests, demands and other communications required or permitted under this Participation Agreement shall be provided in writing to the address set forth below. Licensee acknowledges and agrees that it is not entitled to receive a notice intended for Customer under the Agreement.

If to UPS:	If to Licensee:
United Parcel Service, Inc.	Sage
55 Glenlake Parkway, N.E.	1715 N. Brown Rd
Atlanta, GA 30328	Lawrenceville, GA 30043
Attention: Office of the General Counsel	

If to Customer :

Email: _____
Attention: _____

9. **Consent to Disclosure.** Licensee consents to UPS' disclosure to Customer of any information regarding services under this Participation Agreement, including without limitation, the amount of transportation charges received by UPS as a result of this Participation Agreement and similar information related to the aggregate performance of Customer and its Licensees under the Agreement and this Participation Agreement.
10. **Entire Form.** This Participation Agreement, together with the UPS Rate and Service Guides and the UPS Tariff in effect at the time of shipping, constitute the entire agreement between UPS and Licensee with respect to the subject matter hereof and supersedes all other prior agreements and representations, whether written or oral, concerning its subject matter. This Participation Agreement may not be amended, altered or discharged unless in writing signed by the parties hereto. To the extent that there is any conflict or ambiguity between the provisions of this Participation Agreement and the provisions of the UPS Rate and Service Guides and the UPS Tariff, the provisions of this Participation Agreement shall prevail.
11. **Successors and Assigns.** All of the terms of this Participation Agreement shall be binding upon and inure to the benefit of and be enforceable by the representatives, transferees, successors and assignees of the parties hereto, whether so expressed or not. Licensee shall not sell, assign or transfer this Participation Agreement (including, but not limited to, through third party billing), or any of its rights hereunder, without the prior written consent of UPS and any attempted transfer or assignment hereof by Licensee not in accordance herewith shall be null and void. Customer agrees to promptly notify UPS (but in not event less than five (5) days) after it becomes aware of a Licensee selling, assigning, or transferring the UPS terms and conditions, including pricing, to a non-Licensee; failure to notify UPS of this instance will result in immediate termination of this Participation Agreement.
12. **Service Marks.** It is expressly understood by each party that trade names, service marks, and trademarks of the other are proprietary and nothing in this Participation Agreement constitutes the grant of a general license to use said trade names, service marks and trademarks. Use of UPS trade names, service marks and trademarks by Customer Licensee must be approved by UPS.

IN WITNESS WHEREOF, the parties hereto have caused this Participation Agreement to be executed by their duly authorized representatives as of the Effective Date set forth below.

CUSTOMER

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Organization: _____

Address: _____

Sage ID: _____

UNITED PARCEL SERVICE, INC.

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Effective Date: _____

SAGE SOFTWARE, INC.

Signature: _____

Name Printed: _____

Title: _____

Date: _____