



the software is governed by the terms of the end user license agreement that accompanies or is included with such software.

Contact Name:

Property Name:

Credit Card

Billing Address:

City

State

Zip

Mailing Address:

City

State

Zip

Phone Number

Email:

☐	☐	American Express	☐	MasterCard/VISA	☐	Discover
Card #						
Card Signature			Expiration Date			
Print Name on Card			CVV (4 digits on front of AmEx) (last 3 digits on back Visa/MC/Disc)			

Item	√ Select No. of Units	√ Select Version	Price
Easy InnKeeping Version 5.6	1-20	Deluxe (1-2 user licenses)	
	1-50	Suite (2-5 user licenses)	
	1-100		
----- Office Use -----	Select Modules		
	Online Reservations	Links Real-time online booking to web site	
	GDS / ADS	Links to Global Distribution System.	
Order Date	Swipe Card	Interfaces w/ magnetic swipe card device.	
	Credit Card Processing	Interface w/ Authorize.Net virtual terminal.	
	Owner / Condo	Includes owner-ledger & unit revenue	
Order Date	Easy Call Accounting	Call accounting software and interface	
	Import Data	Guest list is imported	
	Training		
Date Processed:		TX Sales Tax (8.25% for TX residents only)	
TICKET NUMBER:		Total	\$

Software Refund Policy: Grace Software, Inc. offers NO refund for the Easy InnKeeping ASP software. The following services are also non-refundable: Grace Software, Inc. training or consulting services, custom programming, data conversion, setup fees, shipping fees, monthly subscription, hosting and other services.

Cancellation Policy: Agreement shall continue from month to month unless either party gives written notice to the other at least (30) days prior to the end of the then current term of its intent to terminate this Agreement. Cancellations become effective on the first day of the next billing cycle. Past due invoices must be paid in full, before processing of a cancellation request can proceed.

I agree to all terms and conditions.

Signature

Date



PROPERTY BILLING INFORMATION

Property Name: _____

Billing Address _____

City

State

Zip

☐ American Express

☐ MasterCard/VISA

☐ Discover

Card #

Card Signature _____

Expiration Date

Print Name on Card: _____

CVV (4 digits on front of AmEx)

(last 3 digits on back Visa/MC/Disc)

EASY MONTHLY - AUTOMATED BILLING

Item	√ Select No. of Units	√ Select Version	Price
Easy InnKeeping Hosting	1-20	Deluxe (1-2 user licenses)	
	1-50	Suite (2-5 user licenses)	
	1-100		
Module	Credit Card Processing	Interface w/ Authorize.Net virtual terminal.	
Module	Owner / Condo	Includes owner-ledger & unit revenue	
TOTAL			

Automatic Monthly Payments

☐ I authorize Grace Software, Inc. to charge payments on the following credit card on every 1st of the month in the amount of \$XXXXX as payment for Easy InnKeeping ASP services.

EASY COMMISSION PAYMENTS

Easy WebRez Website Booking Fee	5% per reservation
GDS & ADS Commission	10% per reservation
GDS/ADS System Fee	\$7.00 / \$4.50 per reservation

☐ I have read and agreed to the **Easy InnKeeping GDS Booking Engine Terms and Conditions**. I understand that all bookings generated over my Easy InnKeeping online reservation system will cost me the above commission and I agree to pay on the monthly cycle as agreed to in the Terms and Conditions.

By:

Your Signature

Date

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Office Use

Setup Rec Invoice	Subscription ID
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Non-Disclosure Agreement

Non-use and Non-disclosure.

The **web-based** SOFTWARE is Confidential. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in Software evaluation. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate the Software. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

USER LICENSE AGREEMENT

Easy InnKeeping ASP terms and conditions

You agree that your use of the Easy InnKeeping systems, software and services is expressly conditioned on your agreement to the terms and conditions stated below. WHICH INCLUDE A LICENSE, A LIMITED WARRANTY, AND DISCLAIMER (collectively, the "Agreement"). THIS AGREEMENT CONSTITUTES THE COMPLETE AND ENTIRE AGREEMENT BETWEEN YOU AND **GRACE SOFTWARE, INC.** WITH RESPECT TO THIS PRODUCT. Your usage signifies your assent to all of these terms and conditions.

LICENSE

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6. **RESPONSIBILITY** - You agree that you are responsible for all uses of the systems and applications by you or those using your unique ID and password to access the systems and applications. You will be responsible for any damages caused by your improper or unauthorized use of the system or applications.
7. **DATA SECURITY** - Security offered on this site is based on a technology called Secure Socket Layer ("SSL"), which codifies communications between your computer and Easy InnKeeping ASP systems.
8. Any updates to this product that **Grace Software, Inc.** may provide to you from time to time, whether with or without a separate charge, are deemed as licensed to you under the Agreement.
9. **LIABILITY** - Easy InnKeeping ASP makes a genuine attempt to ensure the accuracy and quality of the content contained herein; however, Easy InnKeeping ASP makes no warranty, express or implied, with respect to the quality, reliability, accuracy or freedom from error of their websites or the information contained herein. All Information in this site is subject to change without notice. Easy InnKeeping ASP will not be liable for any incidental or consequential damages resulting from any changes, or from the furnishing, performance or use of this site.
10. **CLIENT CONDUCT** - You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Easy InnKeeping ASP, are entirely responsible for all Content that you upload, post or otherwise transmit via our services. Easy InnKeeping ASP does not control the Content posted via the service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You agree that you will not use Easy InnKeeping ASP systems, applications or services to: upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
11. **SPECIAL ADMONITIONS FOR INTERNATIONAL USE** - Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.



LIMITED WARRANTY

Grace Software, Inc. warrants that:

1. The Easy InnKeeping ASP software functions substantially as described in the instructional materials accompanying the Easy InnKeeping ASP software (as may be modified from time to time).
2. OTHER THAN AS STATED ABOVE, **GRACE SOFTWARE, INC.** DISCLAIMS: (1) ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (2) LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR "LOST PROFIT," EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT AS SET FORTH ABOVE, **THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS, AND YOU ASSUME ALL RISKS OF USE, ACCURACY, RELIABILITY, AND USEFULNESS.**
3. LIMITATION OF LIABILITY - PROPERTIES OFFERING SERVICES VIA THIS Easy InnKeeping ASP SYSTEMS, APPLICATIONS AND SERVICES DO NOT ACT FOR OR ON BEHALF OF Easy InnKeeping ASP. Easy InnKeeping ASP SHALL NOT BE LIABLE FOR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SITE PARTICIPANTS, OR FOR ANY CLAIMS OF ANY NATURE ARISING OUT OF ANY SITE PARTICIPANT'S ACTS OR OMISSIONS, BREACH OF CONTRACT, BREACH OF WARRANTY, FAILURE TO PAY FEES, OR ANY OTHER CAUSE. IF A GUEST MAKES A RESERVATION THROUGH THE Easy InnKeeping ASP WEBSITE WHICH IS NOT HONORED BY THE TRAVEL SUPPLIER DUE TO OVERSALE OR THE LACK OF A RECORD OF THE RESERVATION, THE GUEST'S SOLE REMEDY WILL BE AS SET FORTH IN THE TARIFF OF THE REFUSING SUPPLIER OR APPLICABLE TERMS AND CONDITIONS OF THE SUPPLIER'S POLICY AND PROCEDURES.
4. **Grace Software, Inc.'s** liability, regardless of cause or form of action (whether in contract or tort), is limited to the price paid by you for this product.
5. Some states do not allow the exclusion or limitation of incidental or consequential damages or of implied warranties, so certain of the foregoing provisions may not apply to you. The above warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
6. GOVERNING LAW AND JURISDICTION - This agreement and its performance shall be governed by the laws of the State of Texas, United States of America, without regard to its conflicts of law provisions. You consent and submit to the jurisdiction of the state and federal courts located in Texas, United States of America, in all questions and controversies arising out of this agreement and your use of the site.
7. MODIFICATION - Easy InnKeeping ASP may at any time modify these terms and conditions and your continued use of the site will be conditioned upon the terms and conditions in force at the time of your use.
8. ADDITIONAL TERMS
Other terms and conditions may apply to other uses of portions of this site, as may be identified from time to time by site participants. You agree to comply with and abide by such other terms and conditions as a condition to your use of any such services.



Technical Support – http://www.gracesoft.com/support/faq.htm		*Availability
On-Line Chat: Have a quick question? Get instant help from one of our Technical Support Representatives using our Live Help system. Email Need a detailed response, use our request support form and receive a detailed solution with in 1 business day.		Extended Hrs 5:00 am – 5:00 pm Monday – Friday US Central Time <i>Excluding Holidays</i>
Telephone/Fax If you don't have access to the internet, you can call (713-493-2551) or send a fax (832-553-1831) with your contact and issue details.		9:00 am - 5:00 pm Monday – Friday US Central Time <i>Excluding Holidays</i>
After Hours Support: \$50.00 minimum** +\$2.00/minute over 25 After Hours Support allows any customer to contact technical support (713-493-2551) outside of our regular business hours. A GraceSoft support representative is ready to help with any emergency, business-down situations . When you call for after-hours support, please leave a message with details of your problem and your call-back information. A technician will be paged and will call you back as soon as they are able. Please have a Visa, Discover, American Express or MasterCard number ready for them when they return your call.		*Availability 5:00 p.m. to 10:00 p.m. Monday through Friday 9:00 a.m. to 10:00 p.m. on weekends and holidays (US Central Time)
General Exclusions		
Technical support related to software programs or web sites not sold by Grace Software, Inc.		

Maintenance of Server	
• SSL • SQL Server • Auto Reboot – 24/7 monitoring service • Firewall (Per I.P.)	• Anti-Virus • Automatic OS Upgrades & Patches • Backup and Restore • Load Balancing

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I have read the above and agree to all terms and conditions.

Signature

Please print name

Property Name