



2011-2012 NEW Order Form

Please complete a separate form for each EFIN and/or location.

146 September Embers Dr. • Franklin NC 28734-3049 • 800.890.9500 • Fax 828.369.9995 • E-mail: warren@1040.com

* = Required Fields

*Firm Name _____
 *DBA _____
 *Primary Contact _____
 Secondary Contact _____
 *Address Line 1 _____
 Address Line 2 _____
 *City, ST, Zip _____

Shipping Address, if Different (No Post Office Boxes)
 Address Line 1 _____
 Address Line 2 _____
 City, ST, Zip _____

Delivery Instructions for UPS (100 characters or less):

*EFIN (6 digit number) _____
 Master EFIN (if different) _____
 *# of Additional Sites for Firm _____
*(Electronic spreadsheets will be provided) * Subject to multi-site pricing agreement

Drake Account # _____
 *Primary Phone # _____
 Secondary Phone # _____
 Third Phone # _____

*Owner(s) of Firm _____
 *Entity Type - Individual/Sole Proprietor Corp
 Partnership LLC Tax-Exempt Other
 *EIN _____ or *SSN _____

Cell # _____
 Fax # _____
 *Email Address _____

New Customer Information

Tax Software Used for 2010 Taxes _____ Conversion to Drake -Yes No (see list of available conversions)
 How did you learn about Drake? _____

Drake Software 2011 - Includes ALL States	Cost	# of Sites	Total Cost
April & May - \$1,095; June & July - \$1,195; August & September - \$1,295;			
October & November - \$1,395; December 1 and After - \$1,495			
Client Write-Up, Document Manager, Tax Planner, WebSite, E-Filing - (Fed & State)	FREE	FREE	FREE
CD Service(Receive ALL CDs**)	\$59		
SUBTOTAL			_____
Sales Tax - All States & Jurisdictions (Except: AK, DC, DE, HI, ID, MT, NH and OR): State, County and City Sales Tax Based on Shipping Address - Enter Total Rate _____% NOTE: Please visit our Support menu at DrakeSoftware.com for assistance calculating your sales tax.			_____
** For the tax year 2011, the Preseason CD and the first January CD will be sent free of charge International shipping: Contact the accounting department for rates			TOTAL _____

I agree to the terms and conditions of the Drake Software Tax Year 2011 End User Nondisclosure and License Agreement.

* _____ * _____
Signature Required **Date of Order**
 Print & Sign (E-mailed order forms will NOT be accepted)

CHECK VISA MASTERCARD DISCOVER AMEX
 Card Number : _____
 Expiration Date : _____
 CC Billing Address: _____

Make Checks Payable To:
 (\$25 charge and termination of service for returned checks)
 Warren Drake
 Drake Ventures, Inc.
 146 September Embers Dr.
 Franklin, NC 28734
 800.890.9500 • Fax 828.369.9995

Cardholder's Name (Please Print) _____
 Signature _____
 Print & Sign (E-mailed order forms will NOT be accepted)

Drake Software

Tax Year 2011

END USER NONDISCLOSURE AND LICENSE AGREEMENT

IMPORTANT: This software is a proprietary product of DRAKE ENTERPRISES, LTD (hereinafter referred to as Drake). It is licensed, not sold, and is licensed only on the condition that the Licensee agrees to this END USER NON-DISCLOSURE AND LICENSE AGREEMENT. PLEASE READ THIS CAREFULLY. "Licensee" shall mean the individual or entity that has remitted payment of a License Fee to Drake.

In consideration of and upon receipt of payment of a License Fee by Licensee, Drake grants to Licensee a non-exclusive, nontransferable license to use this software and any associated manuals and/or documentation (together referred to herein as Software) under the following terms and conditions:

Installation Limitations: A separate licensed copy of the Software must be purchased for each Electronic Filing Identification Number (EFIN) that transmits returns. Licensee shall limit the use of the Software to one site per license, where a site is defined as ONE (1) contiguous interconnected office space. Upon request, Licensee agrees to provide to Drake full and complete records of the location of that site, and the number of copies in use at that site. This Agreement specifically prohibits access of the Software remotely, with all remote usage requiring an additional license for each remote location outside the one contiguous interconnected office space. If Licensee is using the Software under the Pay Per Return (PPR) option, Licensee agrees to pay Drake \$19.00 for each return processed in excess of the returns included with this option.

LICENSEE SHALL NOT PROVIDE OR DISCLOSE OR OTHERWISE MAKE AVAILABLE THE SOFTWARE OR ANY PORTION THEREOF IN ANY FORM TO ANY THIRD PARTY. LICENSEE SHALL EXERCISE DUE DILIGENCE IN PROTECTING ALL OWNERSHIP RIGHTS AND TRADE SECRETS OF DRAKE.

From time to time, as they become available, Drake may notify Licensee of any enhancements or updates released by Drake for the Software licensed hereunder. Any such updates offered would be subject to regular Drake terms, conditions and charges, if any. ONLY REGISTERED LICENSEES WILL BE OFFERED ANY SUCH UPDATES. These updates will be provided via the Internet at no extra charge to Licensee through April 15, 2012.

Licensee acknowledges that Licensee understands and agrees to the terms set forth in this Agreement, and that this Agreement is effective immediately upon opening the Software package or by using the Software, whichever occurs first, and shall remain in force until terminated. Should this Agreement be terminated for any reason, including Drake terminating for Licensee's failure to comply, Licensee shall destroy or return to Drake the original and any copies of the software, including partial copies, in any and all forms, with a written statement that such destruction or return of the Software has been accomplished.

This Agreement applies only to the 2011 version of the product(s) referenced herein and DOES NOT constitute an offer or in any way guarantee the availability, now or ever, of any other Drake products / versions to Licensee. For Licensees located in any state other than AK, DC, DE, HI, ID, MT, NH and OR, Licensee shall be responsible for paying Drake Software any State, County, and City Sales Taxes that are applicable to your business based on your shipping address. If the shipping address is in the state of AK, DC, DE, HI, ID, MT, NH and OR, the Licensee shall be responsible to pay any applicable use taxes related to purchases from Drake.

The licensed material when delivered will conform to the normal functions and capabilities of Drake Income Tax Software. Drake will exercise due care in conforming the Software to the requirements of the Federal and State Governments; however, the Licensee acknowledges that income tax preparation is subject to change and is of such complexity that the Software may have inherent defects. Drake shall have no liability or responsibility to licensees for damages of any kind, including special, indirect or consequential damages arising out of or resulting from any programs, services or materials made available hereunder or the use or modification thereof.

Licensee understands and agrees that all decisions regarding the tax treatment of items reflected on tax returns prepared by Licensee using the Software is made solely by Licensee and that use of the Software does not relieve Licensee of responsibility for the preparation, accuracy, content, and review of such returns. Licensee acknowledges that Licensee does not rely upon Licensor for advice regarding the appropriate tax treatment of items reflected on returns processed using the Software. Both parties acknowledge the Licensee will review any computations made by the Software and satisfy Licensee that those computations are correct.

Licensee understands that Drake may provide to Licensee other products and services other than Software, such as a preparer web site, on-line filing through www.1040.com, on-line research, Drake user forum, etc. Drake makes no guarantee as to delivery time or availability of these products and services and Licensee agrees to hold Drake harmless for any failure in providing or delivering these products and services, and Drake shall have no liability or responsibility to Licensee for damages of any kind, including special, indirect or consequential damages arising out of or resulting from these other products or services provided to Licensee by Drake. Use of the forum and editorial control of content is at Drake's discretion.

Bank Products. Licensee shall utilize a bank facilitated and approved by Drake to process all Bank Products for taxpayers served by Licensee sites during the Term. Licensee authorizes Drake to provide a copy of this Agreement to the Bank.

Licensee understands that a transmission fee of \$2 plus a technology fee that will vary based upon the bank selected by the Licensee will be withheld for each funded bank product transmitted through Drake. These fees are deducted from the proceeds due to the taxpayer, and are subject to change.

The above expressed warranties are the only warranties made by Drake, and Drake grants no implied warranties, including without limitation, warranties of merchantability, or fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so this may not apply to Licensee.

This Agreement shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in the City of Franklin, County of Macon, State of North Carolina, in accordance with the Rules of the American Arbitration Association then existing. Any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitrators shall be persons experienced in software-related issues.

Should Licensee elect to terminate this license within 30 days of payment, Licensee may do so, provided Licensee returns all materials, undamaged, to Drake by REGISTERED MAIL within 30 days, with a written statement that Licensee has retained no copies of the Software, and that Licensee has not disclosed any of the materials to any third party whatsoever. DRAKE will, in this case, refund the license fee that Licensee has paid (less \$200.00 for shipping, handling and restocking). No refund of fees will be made after January 15, 2012. No other offer of refund is provided. Where return of materials is concerned for the purposes of a refund, TIME IS OF THE ESSENCE.

System Requirements: Windows XP: 300 MHz processor or higher, 128 MB of RAM. Windows Vista & Windows 7: 800 MHz processor or higher, 512 MB of RAM, Support for Super VGA graphics. All Windows Operating Systems: CD Drive, 200 MB of available hard drive space, plus 7 MB for each state program, Internet Explorer 7.0, Internet access, HP-compatible laser printer (*strongly recommended*), TWAIN-compliant scanner. Internet service is required for immediate updates.

PROGRAM PRODUCTS TO WHICH THIS LICENSE AGREEMENT APPLIES:
Drake Software Tax Solution 2011