

LICENSE & SERVICE AGREEMENT

I _____ the undersigned practitioner, hereby agree to the terms and conditions of this License and Service Agreement.
(print name)

Pendoc hereby licenses to the undersigned practitioner (hereinafter Licensee) for the term of one year the use of **Pendoc's** IRS-approved volume submitter and prototype plan document service, including timely update service, at the licensing fee shown below. **Pendoc** document packages to be provided to Licensee hereunder shall include the documents as set forth on page 2 of this License and Service Agreement.

Annually: \$2,400 OR Quarterly: \$600

Prototype annual registration fee: \$10.00 per employer per adopted plan. (Registration is not required and no annual registration fee is charged for the use of volume submitter plan documents.)

Licensee will make payments at the beginning of each quarter.

Select delivery option here: Internet CD

Payment Terms: Licensee agrees to pay the selected service package fee for each of Licensee's administrative service locations. Licensee agrees not to transfer or permit use of or participate in any sharing arrangement with any other offsite practitioner except upon notification to and direct licensing by **Pendoc** along with payment of applicable annual fees. Licensee understands and agrees that payment for the selected service package is due in full in advance or, if checked above, at the beginning of each quarter. In the event Licensee fails to make the required installment payments, **Pendoc** will require the balance of the annual fee to be paid in advance. Upon timely required annual prototype plan registration and payment of all fees by Licensee during the first and subsequent terms of this agreement, this license and service agreement shall be automatically renewed for another year on the anniversary date hereof. *

Licensee agrees that **Pendoc** has no responsibility for the completeness and accuracy of generated documents (*including documents generated using the ADG*). Licensee acknowledges that the accuracy and completeness of the generated documents, including the adoption agreement, plan amendments, and summary plan descriptions and making any necessary corrections, are the responsibilities of the Licensee and Employer-Sponsor adopting the plan. Licensee further acknowledges it has been advised by **Pendoc** to have any generated documents reviewed by the Licensee's and/or the Employer-Sponsor's legal counsel.

Licensee further agrees to pay **Pendoc** for any additional services requested by Licensee at normal hourly rates of **Pendoc** staff, billed in 15-minute increments. For 2002-2003, **Pendoc's** staff fees for consulting, actuarial, and legal services range from \$100/hour to \$200/hour and administrative services from \$80/hour to \$100/hour.* Payments for such additional services are due in full upon billing.

Enrollment for use of Pendoc's Automated Document Generator for Volume Submitter Plan Documents. (optional)

Pendoc hereby licenses to the undersigned practitioner (hereinafter Licensee) for the term of one year the use of **Pendoc's** Automated Document Generator (ADG) for **Pendoc** volume submitter plans.

Licensee understands and agrees that the use of the ADG is subject to timely payment of all fees in accordance with the License and Service Agreement, and that, in the event Licensee fails to timely make the required installment payments, **Pendoc** will revoke the ADG license.

Licensee agrees to limit the use of the ADG to the Licensee's administrative service locations for which it pays a service fee as per the signed License and Service Agreement. Licensee agrees not to transfer or permit use of or participate in any sharing arrangement with any other offsite practitioner of the ADG, except upon notification to and direct licensing by **Pendoc** along with payment of applicable annual fees.

Licensee understands that use of the ADG is part of the service provided in this License and Service Agreement, and that there are no additional fees for its use. Licensee agrees to pay **Pendoc** for any additional services requested by Licensee at the hourly rates and conditions stated in the License and Service Agreement.

In addition to damages, **Pendoc** shall be entitled to recover from Licensee reasonable attorneys' fees and costs in the enforcement hereof. If default results in termination of this License by **Pendoc**, all plans adopted through Licensee using this License are automatically rendered individually designed plans for which no determination letter is in effect.

Licensee agrees to the above conditions for use of **Pendoc's** Automated Document Generator (ADG).

Licensee declines access to **Pendoc's** Automated Document Generator (ADG). (Note: Marking this option does not prevent licensee from requesting access to the ADG at a future time at no additional charge)

DOCUMENTS AVAILABLE

VOLUME SUBMITTER:	Plans, Adoption Agreements, and Resolutions	
	Profit Sharing	VS-001
	401(k) Profit Sharing	VS-002
	Money Purchase	VS-003
	Target Benefit	VS-004
	Defined Benefit	VS-005
PROTOTYPE:	Defined Contribution Plan	(# 010)
	<u>Nonstandardized Adoption Agreements:</u>	
	Profit Sharing	DC-001
	401(k) Profit Sharing	DC-002
	Money Purchase	DC-003
	Target Benefit	DC-004
	<u>Standardized Adoption Agreements:</u>	
	Profit Sharing	DC-005
	401(k) Profit Sharing	DC-006
	Money Purchase	DC-007
	Target Benefit	DC-008
PROTOTYPE:	Defined Benefit Plan	(# 020)
	<u>Adoption Agreements:</u>	
	Nonstandardized Integrated	DB-001
	Nonstandardized Nonintegrated	DB-002
	Standardized Integrated	DB-003
	Standardized Nonintegrated	DB-004

Licensee agrees to provide as a material and necessary part of this agreement the information required below, as well as, on an annual basis, the name, current address, and Employer ID Number of each employer adopting a **Pendoc** prototype plan through Licensee. In addition to damages, **Pendoc** shall be entitled to recover from Licensee reasonable attorneys' fees and costs in the enforcement hereof. If default results in termination of this License by **Pendoc**, all plans adopted through Licensee using this License are automatically rendered individually designed plans for which no determination letter is in effect.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Company: _____ EIN: _____

Address: _____ Tel. (____) _____

_____ Fax. (____) _____

_____ Zip: _____ E-mail: _____

PenDoc: _____ Date: _____

Please fax your completed form to Pendoc at (415) 897-7061

Let us know of any errors in, questions about, or suggestions for **Pendoc** documents.

To contact a representative at **Pendoc** send emails to: info@pendoc.com

* Annual fees stated herein are "per administrative location" and are guaranteed through 2003 with timely payment; hourly fees for additional services (stated in ranges above) are subject to change on January 1 each year.