



Sage Tech Partner

Prepared for: [Customer.Company]

Date: [Document.CreatedDate]

Expiration Date:

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Soge Tech Partner

Subscription Service Agreement

This Subscription Service Agreement (the "Agreement") is made by and between BTerrell Group, LLP ("BTerrell"), a Texas Limited Liability Partnership, and [Customer.Company] ("Client" or "Customer"), with its principal place of business at [Company.Address], [Company.Address2], [Company.City], [Company.State], [Company.Zip]. The Agreement will become effective when approved and executed by all parties as of the last date signed below (the "Effective Date").

SUBSCRIPTION SERVICES:

BTerrell agrees to provide to the Customer a subscription to BTerrell's application program (the "Service") pursuant to the Order Schedule in Exhibit B. The Order Schedule and its associated terms and conditions are predicated on the Customer being current with a Sage Intacct subscription. Customer represents that they have reviewed and expressly agree to all of the terms of this Agreement as of the Effective Date, and in their current form on the date of any renewal of this Agreement. The Order Schedule will remain in effect until all Customer subscriptions ordered under the Order Schedule have expired or have been properly terminated.

By accessing, using, or installing any part of the Service, Customer expressly agrees and consents to be bound by all of the terms of this Agreement and of the Statement of Work in Exhibit A and of the Order Schedule in Exhibit B. If Customer does not agree to all of the terms of this Agreement, Customer may not access, use or install any part of the Service. The Customer may contact a representative of BTerrell for training, guidance, research or questions regarding the Service.

TERMS & COST OF SUBSCRIPTION SERVICES:

Subscriptions specified in the Order Schedule will run for a period of one year (the "Initial Term"). All subscriptions will automatically renew for an additional subscription period of one year (the "Renewal Term") subject to these terms unless either party gives the other party notice of non-renewal at least 60 days prior to the end of the relevant subscription period.

If Customer adds subscriptions after the beginning of a subscription period, or after the beginning of a related Sage Intacct subscription period, the initial term of such new subscriptions will run until the end of the then-current subscription period or Sage Intacct subscription period, for a prorated fee. Customer or BTerrell may not re-assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to an affiliate or in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the party.

Cost of Subscription Access:

The fees applicable to the Service Customer is ordering are set forth in the Order Schedule. Customer shall pay all undisputed invoices within thirty (30) calendar days of the date of invoice. Subscriptions added during the term will be pro-rated and billed for the remainder of the then-current term at the pricing applicable to then-existing subscriptions.

License Fees:

Subject to and conditioned upon Customer's payment of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable limited license during the Term to use, solely by and through its Authorized Users. Customer will be notified at least 30 days in advance of the effective date of changes in fees. Such changes will become effective upon Customer's next renewal term and will not affect the prices for the Service during the current term. All fees listed in the Order Schedule are exclusive of any taxes. Customer will be responsible for all taxes, including sales, personal property or use taxes, imposed on such amounts.

All payments are non-refundable once the Service has been provided. There are no refunds of any prepaid amounts unless there is termination for convenience by BTerrell or Customer terminates this Agreement for cause.

Additional Terms of Use:

- 1. Subscriber and System Services.
 - The Service is a password protected, cloud-based software program, maintained by BTerrell, which integrates, extends, modifies or customizes Sage Intacct Cloud Financials software.
- 2. Service, Registration and Use.
 - a. Ownership The Service is proprietary to BTerrell and is protected by intellectual property laws, including copyrights. Customer access to the Service is licensed and not sold. BTerrell agrees to provide Customer with non-exclusive access to or use of the Service, through access to a web page. Customer does not own any of the information provided by the Service. All resale, redistribution or other forms of dissemination are strictly prohibited. Customer owns all right, title and interest in and to any and all content, data and information submitted to the Service by Customer (the "Customer Content"). Customer, in its sole discretion, determines and controls the Customer Content. The Customer Content shall be and remain the sole and exclusive property of Customer.
 - b. Accessibility Customer agrees that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; ii) periodic maintenance procedures or repairs which BTerrell may undertake from time to time; or (iii) causes beyond the control of BTerrell or which are not reasonably foreseeable by BTerrell. BTerrell shall notify Customer of any periodic maintenance, via electronic mail, at least twenty-four (24) hours in advance and periodic maintenance shall not occur more than two (2) times per month. Should the Service not be available during any one calendar month period for more than two (2) hours, excluding periodic maintenance as notified in writing and excluding events not reasonably within BTerrell's control ("Outage"), BTerrell shall provide a credit equal to ten percent (10%) of the monthly equivalent of the annual fees paid for the Service. If there are any two (2) consecutive calendar months with an Outage, Customer shall have the option to terminate the Agreement for convenience and shall be entitled to a full refund of all unused prepaid fees prorated by calendar days in the year.

3. Representation and Warranties

Customer represents and warrants to BTerrell that: (a) Customer has the power and authority to enter into and perform all Customer obligations under this Agreement; (b) Customer shall comply with all terms and conditions of this Agreement, including, without limitation, the Acceptable Use Policy; c) Customer has provided accurate and complete registration information, including, without limitation, Customer's legal name, address and telephone number; and (d) Customer will update its registration information if the data changes.

BTerrell represents and warrants to Customer that: (a) BTerrell has the power and authority to enter into and perform all obligations under this Agreement; (b) BTerrell shall comply with all terms and conditions of this Agreement; (c) BTerrell will provide the Service in a good and workmanlike manner consistent with any provided documentation; and (d) the Service will not introduce malicious code into Customer's systems.

4. Acceptable Use Policy

Customer is solely responsible for any and all acts and omissions that occur under the Customer account or password, and Customer agree not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) disseminate or transmit any unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right to any person; (d) create a false identity or otherwise attempts to mislead any person as to the identity or origin of any communication of the Service; or (e) use, or allow others to use, the information accessed in the Service to harm BTerrell's business operations or the Service in any way.

5. Additional Limitations on Accessed Information.

- a. Security Customer is solely responsible for the security, confidentiality and integrity of all data content that Customer receives, transmits or stores related, in any way, to the Service. Customer is solely responsible for any authorized or unauthorized access to Customer's account by any person. Customer agrees to bear all responsibility for the confidentiality of Customer's password and all use or charges incurred from use of the Service with Customer password.
- b. Privacy **Confidential Information**" means all proprietary, secret, or other data relating to the disclosing party, its Affiliates, or either's operations, employees, products or services, clients, customers, or potential customers, that by its nature or the circumstances of disclosure a reasonable person would deem to be confidential. Confidential Information includes, but is not limited to, supplier lists, customer lists, bank or other account numbers, pricing information, computer access codes, login credentials, instruction and/or procedural manuals.

It is the policy of BTerrell to respect Customer privacy. BTerrell will not monitor, edit, or disclose any Confidential Information about Customer or Customer account, including, but not limited to, its contents, without Customer prior consent and Customer will not monitor, edit, or disclose any Confidential Information about BTerrell, without BTerrell's prior consent, unless Customer or BTerrell has a good faith belief that such action is necessary to (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of BTerrell; (iii) enforce this Agreement, provided that BTerrell provides prompt advance notice thereof; to the extent practicable, to enable Customer to seek a protective order or otherwise prevent such disclosure, (iv) protect the

interests of users of the Service other than Customer or any other person; (v) was or becomes generally available to the public other than as a result of disclosure by the Recipient (as defined herein) or its Representatives (as defined herein) in violation of this Agreement; (vi) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser (as defined herein) as evidenced by its written records; and (vii) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality; provided that under the above subsections (i)-(iv), either party required to disclose information will make no disclosure in excess of such required disclosure, and provides prompt advance notice to the other party; to the extent practicable, to enable the other party to seek a protective order or otherwise prevent such disclosure. Customer IP address is transmitted and recorded with each visit to, or download from, the Service. BTerrell may provide anonymized information in aggregate form collected from or relating to Customer to third persons such as advertisers. "Confidential Information" will include (i) all information marked as "Confidential." "Proprietary." or similar legend by the disclosing party ("Discloser") when given to the receiving party ("Recipient"); (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary, and (iii) means all information communicated whether in oral, written, graphic, in non-tangible form, or electronic form, including but not limited to data, software, know-how and any and all subject matter (whether patentable or not) pertaining to a party's research, inventions, development, materials, technology, trade secrets, work in process, business plans, scientific, engineering and/or manufacturing processes, present or future product plans, pricing, sales, customer lists, investor and contractual relationships in connection with the Service of a party. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to a SOW(s) shall be considered such Discloser's Confidential Information. Recipient will use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and protect the confidentiality of all information communicated to it by the Discloser. Recipient shall only disseminate Confidential Information to those of its employees, officers, directors, advisors, consultants, accountants, counsel and agents ("Representatives") with a need to know such Confidential Information and Recipient represents, warrants and covenants that all such Representatives will be informed of its confidential nature and cause them to maintain the confidentiality thereof, and will be bound by confidentiality obligations with Recipient that are no less restrictive than those set forth in this Agreement, and the Recipient will be liable to the Discloser for any breach by its Representatives of such obligations. Recipient will use the Discloser's Confidential Information only in connection with a SOW and in accordance with this Agreement. The Recipient acknowledges that: (a) Confidential Information disclosed by the Discloser may contain material non-public information concerning the Discloser and its affiliates; and (b) the Recipient is aware of the restrictions imposed by U.S. federal and state securities laws, and the rules and regulations promulgated thereunder, on persons in possession of material nonpublic information. Nothing herein shall constitute an admission by either party that any Confidential Information or other such information in fact contains material non-public information concerning the Discloser or any of its affiliates. Each party acknowledges that any actual or threatened breach of Confidentiality in this Agreement may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek specific performance and injunctive relief under this Agreement with respect to such breach or threatened breach as well as such further relief as may be granted by a court of competent jurisdiction.

c. Data Security - The parties acknowledge that certain domestic and international laws exist to address privacy and data security relating to the collection, use, processing, and disclosure of personal information (collectively, "Data Privacy Laws"). BTerrell acknowledges that it has, and any of its affiliates and subcontractors have, information and cybersecurity policies in place that (a) are designed and functioning in a manner that complies with applicable Data Privacy Laws (b) will protect client/customer information, and (c) are consistent with the prevailing best practices used in BTerrell's industry. BTerrell

further acknowledges that any information provided to BTerrell by or on behalf of Customer will be subject to such policies and its use, processing and disclosure will be in compliance with applicable Data Privacy Laws.

6. Termination

This Agreement is effective upon BTerrell's acceptance of the Customer's Order as set forth herein and shall continue in full force until terminated or the end of the subscription period. The Parties have the following termination rights:

- a. Termination for Cause by Either Party In the event of a material breach of this Agreement by the other party, which remains uncured within fifteen (15) business days after such party is given notice of the breach, the Agreement can be terminated for cause. Non-payment of any Service or other fees due to BTerrell, Sage Intacct or a Sage Intacct VAR is a material breach. If Customer materially breaches this Agreement, BTerrell may, without limitation of its other rights and remedies, temporarily suspend or terminate Customer's access to the Service or withhold further performance of obligations under this Agreement.
- b. Fees due upon Termination for Convenience by Customer Customer may terminate this Agreement at any time for convenience, upon proper notice, but shall remain responsible for all fees, costs and expenses remaining to the end of the subscription period.

7. Limitation of Liability

Accuracy, completeness, and use of data uploaded, manipulated and/or downloaded from Sage Intacct through the Service is solely the responsibility of Customer. Except for a breach of confidentiality under Section 5 of this Agreement, gross negligence or willful misconduct, under no circumstances shall either party be liable to the other party or any other person for any indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement. The maximum liability that each party may have to the other party is for refund of fees actually paid for the work at issue.

8. Disclaimer of Warranties

The Service is provided on an "as is" basis without warranty of any kind, express or implied. Customer expressly agrees that the use of the Service will be at Customer's sole risk. BTerrell does not warrant that the Service will be uninterrupted or error free, nor does BTerrell make any warranty as to any results that may be obtained by use of the Service. BTerrell makes no other warranties, expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose in relation to the Service.

BTerrell will not be held responsible for the accuracy of any data on the system. BTerrell makes no express or implied warranty in connection with the Service, or any data obtained through the Service, and expressly disclaims any warranty of marketability or fitness for a particular purpose.

9. Notices

Any notices or communications given pertaining to this Agreement must be in writing, to the addresses set forth below. Notices may be delivered by certified US mail (postage prepaid and return receipt requested); by national courier service; or by hand delivery. Notices sent by mail or courier will be deemed delivered as evidenced by the relevant carrier's delivery record of receipt. Notices delivered electronic means will be deemed delivered when recipient confirms receipt.

BTerrell Group, LLP Attn: Joe Fowler 4324 Mapleshade Ln Plano, TX, 75093 joe.fowler@bterrell.com

[Customer.Company]
Attn:[Customer.FirstName][Customer.LastName]
[Company.Address] , [Company.Address2]
[Company.City],[Company.State],[Company.Zip]
[Customer.Email]

10. Miscellaneous

- a. Law and Venue This Agreement shall be governed by the laws of the State of Texas without reference to conflicts of law. Exclusive venue for any dispute arising or concerning this Agreement shall be Dallas County, Texas.
- b. Amendment Except as set forth herein, no addition to or modification of this Agreement will be binding on either of the Parties hereto unless reduced to writing and executed by an authorized representative of each of the Parties.
- c. Waiver and Severability No failure, delay in exercising or enforcing any right or remedy hereunder by BTerrell or Customer shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- d. Survival The respective rights and obligations of the parties concerning indemnity, limitation of liability, warranty and use of information survive any termination or expiration of this Agreement.

11. Amendments to the Entire Agreement

This Agreement, including any Non-Disclosure Agreement, SOW, Order Schedule, and Purchase Order, cumulatively constitutes the entire agreement between the parties pertaining to the Service, and the terms of any Non-Disclosure Agreement, SOW, Order Schedule, and Purchase Order are hereby incorporated in this Agreement. BTerrell may make changes to the Service at any time, provided that Customer will receive at least substantially similar functionality to that described in this Agreement for the duration of the prepaid subscription term set forth above.

12. Logos

Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other publications or communications.

[Customer.Company]	BTerrell Group, LLP		
SIGNATURE:	SIGNATURE:		
NAME:	NAME: Joseph Fowler		
TITLE:	TITLE: COO		
DATE:	DATE:		
DATE:	DATE:		





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Exhibit A Statement of Work

1. Reference

This Statement of Work ("SOW") defines the scope of services and deliverables that BTerrell Group, LLP ("BTerrell") will provide to [Customer.Company] ("Client").

2. Scope of Project

BTerrell will install and configure the EFT Manager application to allow the customer to process Intacct AP bills and generate an electronic payment output file for the banking institutions designated in this SOW. BTerrell will develop bank file templates, based on the requirements provided by the customer's banking institution(s).

(1) Specifications

- Develop [Deal.NumberOfBankTemplates] bank template file to be used with the EFT Manager application.
- Install and configure the EFT Manager application.
- Create up to EFT Banks for up to three (3) checking accounts per bank template.
- Upload one (1) set of Vendor EFT information.
- Conduct up to two (2) hours of remote user-based training.

(2) Technical Requirements and Limitations

- An Intacct test environment is required, to thoroughly test the program before promoting to the live environment.
- The Client must provide to BTerrell, Intacct login credentials with full admin level permissions, in order to install and configure the EFT Manager application in the test environment.
- The client must have ability to test bank files.
- Before the project start date, the client banks must provide the requirement, and sample files for bank template

(3) Assumptions

- The Project will be done in a single phase with a single delivery for user testing; estimates do not include project phasing or staggering.
- Client and BTerrell will establish a mutually agreeable project "Delivery for Testing" date in writing.
 "Delivery for Testing" is defined as the day Project deliverables are installed in the Customer testing
 environment for User testing. Business Partner and BTerrell shall have ten (10) business days from
 the execution of the SOW to gain mutual agreement on the "Delivery for Testing" date without placing
 the project on hold.
- The duration of this SOW is limited to 3 months from contract signed date. Additional implementation fee will be applied if the project duration goes beyond 3 months.

- The implementation project will end no later than ninety (90) days after the agreed upon delivery for testing date.
- All payments are due 30 days from date of invoice (net 30)

3. Change Control

Both BTerrell and Business Partner must mutually agree upon any changes to this Statement of Work. No verbal agreement between persons involved in the Project will be binding on either BTerrell or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and price will be incorporated as a modification to this Statement of Work or may become the basis of a new, follow-on Statement of Work.

4. Responsibilities

BTerrell – BTerrell will designate a single point of contact to be the Client's primary contact with BTerrell. The BTerrell Project Manager will be responsible for the overall project delivery including but not limited to: management of scope, planning, scheduling.

Client – Client will designate a single point of contact to serve as the Client Project Manager and will be the primary contact for BTerrell. The Client Project Manager will have full authority to act on behalf of the Customer with respect to but not limited to: 1) providing sample output files and template specification documents. 2) Respond to questions regarding templates. 3) Performing all user testing of the EFT Manager files. 4) System configuration validation. As well as, interfacing with BTerrell to ensure there is an efficient exchange of information and that important and timely decisions are made, including attendance in scheduled project status meetings, decision and signature authority and authorizing payments.

To accept this agreement, please sign and date this page and return to BTerrell Group.

[Customer.Company]	BTerrell Group, LLP		
SIGNATURE:	SIGNATURE:		
NAME:	NAME:	Joseph Fowler	
TITLE:	TITLE:	COO	
DATE:	DATE:		





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Appendix A Project Plan & Implementation Workflow

Project Plan

Included below is the project plan for the project.

*Dates can be impacted by banks, and any special requirements. This impact can be determined during the project kick-off as needed. Customer is responsible for ensuring their Bank responds in a timely manner.

Task Name	Task Participants	Dates
Project kick-off (emails/meetings)	BTerrell, Client/VAR	Day 1-2
Pre-implementation preparation	Client/VAR, Bank	Day 3-6
Product activation and template design	BTerrell	Day 7-8
BTerrell Testing (conditional)	BTerrell	Day 9
1st training	BTerrell, Client/VAR	Day 10
EFT Bank(s) & Vendor Bank Information set up	Client/VAR, Bank	Day 11-13
2nd training	BTerrell, Client/VAR	Day 14
Client Testing (sandbox/testing environment)	Client/VAR, Bank	Day 14-17
Move to production environment	BTerrell	Day 18
Client Testing (production environment)	Client/VAR, Bank	Day 19-20
Go Live Sign-off	BTerrell, Client/VAR	Day 21
Project Complete		End of Day 21

Implementation Workflow

- 1. **Project Kick-off (emails/meetings):** BTerrell team sends pre-implementation list to client/VAR.
- 2. **Pre-implementation Preparation:** Client provides information based on pre-implementation list (e.g. bank specifications, bank transaction import sample, grant sandbox access to BTerrell implementation team).

- **3. Product activation and template design:** BTerrell development team setup the product and develop the template(s) based on bank specification file(s) provided by client/VAR or bank.
- **4. Configuration and training sessions:** Client is expected to login to Intacct environment and share screen with BTerrell team during the training.

1st training -

- Add EFT Manager module to Sage Intacct Application menu & introduce the permissions
- Introduce the functions in EFT Manager module
- How to setup EFT Bank
- How to setup Vendor Bank Information

*After the 1st training, the client needs to complete EFT Bank setup and vendor bank information setup based on the training instructions.

2nd training -

- Walk through the process of making an EFT payment
- Generate a testing file
- **5. Customer testing:** The client will conduct sufficient testing in sandbox/testing environment. After bank(s) confirmed and validated the test files, BTerrell team will move the SmartEFT to production environment. Client will then run penny value testing in production environment.
- **6. Go Live:** The client signs the project go live sign-off document once the testing in the production environment is completed.
- 7. Post go-live support: Contact us at customersupport@bterrell.com for any post go-live support.





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Appendix B Project Pre-Implementation Checklist

	Sandbox or Implementation instance for the production company
	Add Platform services to both production and sandbox* instances. (Please contact Intacct for
the Pl	atform Services module)
* <u>An e</u>	nvironment refresh will delete the EFT Module and configuration. Please inform BTerrell in
<u>advar</u>	nce. Or additional service fee will be charged.
□ comp	Set up External Authorization* for BTerrell team with Compnay ID "bterrellgroup" in sandbox any and enable full admin permission for External Users needed.
	Enable the transaction import service with your bank, and inform the bank contact.
	Bank Template format manual provided by the bank
	Bank transaction import sample.
□ config	Confirm that the checking account(s) is available in Cash Management, Accounts Payable is jured, and that vendors are created in Accounts Payable.







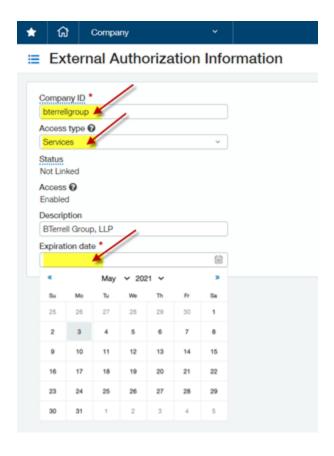
Add External Servider Provider for BTerrell SmartEFT - Customer Instructions

External Authorizations

An External Service Provider allows access to your company for your implementers. Through this setup, rather than logging into your company directly as a business or employee user, the implementers will slide into the company from a console. There is no charge for this access. It is simply a convenient way for your implementers to have access as they work in your environment and provide support. An external authorization record allows your implementer to access your company for a specified period or until you disable the access. You are in total control of how long they have access and what level of administrative rights you wish to give them.

To Add an External Service Provider

- 1. Go to Company > Admin > External Authorizations and click the Add button.
- 2. In the Company ID field, type "bterrellgroup".
- 3. Use the drop-down list in the **Access type** field to select **Services**.
- 4. If you want to add text describing the need for the authorization, enter the desired text in the Description field.
- 5. Use the calendar tool to enter a date in the **Expiration date** field. The authorization will expire on this date.
- *NOTE: The Expiration date cannot exceed 90 days from the day that you set it.



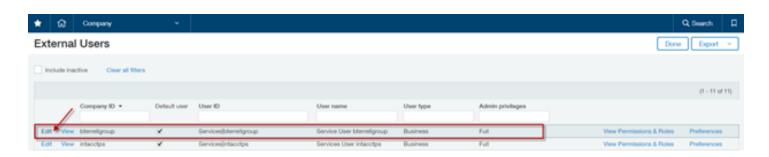
6. Click Save.

Go to External Users and Edit Admin Privileges

You have just completed giving your implementation team the ability to slide into your company instance. Now you will need to make sure that the administration level is correct for the External Services slide-in user. The External Users list displays all external user records for your company. You can view and edit external user information from the External Users list.

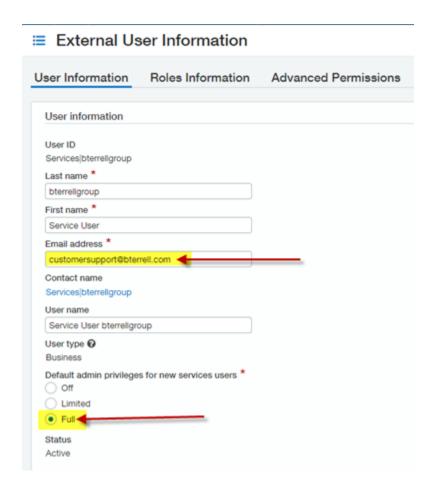
To give administrative privileges

- 1. Go to Company > Admin > External Users
- 2. Click **Edit** next to the external Company ID "bterrellgroup"



3. Change the Admin privileges for the user, select the <u>full privileges</u>.

4. In Email address field, type "customersupport@bterrell.com".



Managing Expiration Dates

If the expiration date has passed for BTerrell team's External Authorization, you will need to edit the External Authorization.

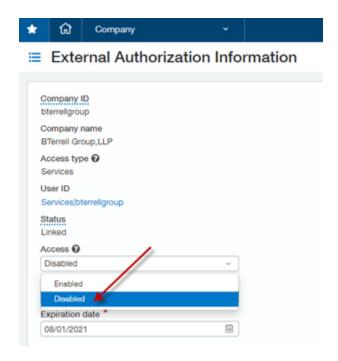
- 1. Go to Company > Admin > External Authorizations
- Click Edit next to the external authorization "bterrellgroup".
- To extend the Expiration Date, click on the calendar.
 NOTE: The Expiration date <u>cannot exceed 90 days</u> from the day that you set it.
- 4. Click Save.

Disable External Authorization

When the implementation project is live, you can disable the external authorization for BTerrell team. When it is disabled, no users associated with the BTerrell team can access your company. You can re- enable

access later as desired.

- 1. Click **Edit** next to the external authorization "bterrellgroup".
- 2. Use the Access drop-down list to select "Disabled".



3. Click Save.