Mach License Agreement

Effective November 20, 2026

PLEASE READ THIS AGREEMENT CAREFULLY. SECTION 17 REQUIRES MOST DISPUTES TO BE RESOLVED BY INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND WAIVES CLASS ACTIONS AND JURY TRIALS. SECTIONS 13 AND 14 LIMIT MACH'S RESPONSIBILITY FOR THE SOFTWARE.

1. Who this agreement is between

1.1 "Mach", "we" and "us" mean Mach Form Labs LLC, a Florida limited liability company.

1.2 "You" means the person who accepts this agreement. If you accept it for a company or other organization, "you" also means that organization, and you confirm that you have the authority to bind it.

1.3 "The software" means the Mach Works app, including the Mach Works Bookkeeping and Mach Works Invoicing modules, every update Mach provides for it, and its help pages and other documentation.

1.4 "License key" or "key" means the key Mach issues when you buy a module or an upgrade.

2. Accepting this agreement

2.1 This agreement is published at machformlabs.com/license. You accept it when you buy a key (the checkout and your receipt say the software is licensed under it), when you click "I accept" in the installer, or when you use the software, whichever comes first. The software will not install until you click "I accept". If you do not accept it, do not install or use the software, and you may ask for a refund under section 5.

2.2 You must be at least 18 years old, or the age of majority where you live, to accept it.

3. Your license

3.1 For each module you buy, and as long as you follow this agreement, Mach grants you a non-exclusive, perpetual license to install and use the version of the software you bought, and the updates included with it under section 6.

3.2 Your businesses, three computers. A Mach Works Bookkeeping or Mach Works Invoicing key is for you and the one business you bought it for. A Mach Works Bookkeeping Pro or Mach Works Invoicing Pro key, or a key upgraded to Pro (a "Pro key"), is for you and every business you own. You and the people who work for you or for a business the key covers, such as employees and your bookkeeper, may install and use the software on up to three computers at a time per key. A key may not be shared with anyone outside the businesses it covers. To move a key to a different computer, deactivate the old one first (Settings, License, Deactivate this computer), which frees its place.

3.3 Companies. A Mach Works Bookkeeping or Mach Works Invoicing key covers one company file for its module. A Pro key covers any number of company files for its module. Each company file must belong to you or to a business you work for.

3.4 Modules are bought separately. A key unlocks only the module and tier it was sold for. An upgrade key (Mach Works Bookkeeping: Upgrade to Pro, or Mach Works Invoicing: Upgrade to Pro) works only together with an active key for the same module.

3.5 You may make copies of the software for backup. Your company files and backups are yours. You may copy, move and keep them however you like.

3.6 You get a license to use the software. You do not buy the software itself, and Mach and its suppliers keep all ownership of it, including all copyright, trade secrets and trademarks. Mach keeps every right this agreement does not expressly grant you, whether by implication, estoppel or otherwise. Where Mach's website says you own your software, or that it is "yours", it means that your license is permanent, needs no subscription and can be transferred under section 11.2. It does not transfer ownership of the software or its copyright, which Mach and its suppliers keep.

4. Activation and the license check

4.1 When you enter a key, the software activates it online with Mach's license service, which is run by Lemon Squeezy. Activation sends the key and the name of your computer, and like any internet connection it reveals your computer's internet address. Mach uses them only to confirm the key, to count your computers, and for support. If an activation cannot be completed, for example because the key is for a different product or replaces another key, the software may undo it in the same step, which is a second connection of the same kind.

4.2 The software re-confirms each key once, starting 31 days after you bought it, once the 30-day refund window has passed. It does this automatically in the background when the software starts, and tries again at each start until it gets an answer. The re-check sends only the key and the activation number Lemon Squeezy gave this computer, not your computer's name. A key first activated 31 or more days after purchase needs no re-check. This is the only routine license check, and it cannot be switched off.

4.2A "Deactivate this computer" (Settings, License) connects to the license service to free the computer's place, sending the key and the activation number.

4.3 If a key has not been re-confirmed by 45 days after purchase, for any reason (for example because the computer has not been online, or because Mach's license service could not be reached), the software becomes read-only until the key is confirmed. That is also true if the license service itself is down: the software becomes usable again as soon as the service answers, or if Mach support gives you an unlock code (section 4.5). Once a key is confirmed, the software does not check it again, and you can keep using it on that computer without going online. If a key is switched off, because it was refunded, because a payment for it was reversed or charged back, or under section 16, it will not activate on any computer after that, and a copy that has not finished its re-check finds the key switched off and becomes read-only for the module it unlocked. A copy that already finished its re-check may keep running, but the license for that key has still ended, and you must stop using that module. When no active key is left on a computer, the whole software there is read-only.

4.4 Read-only means you cannot add or change records. You can always open your company files, view them, print them, export them and back them up. Mach will never use the license check, an update or any other means to delete, encrypt or hold back your data.

4.5 If Mach's license service stops working, or Mach stops operating, Mach intends to release an update, or to provide an unlock code through support, so that keys already sold keep working without the service. Whatever happens to the service or to Mach, you can always open, view, print, export and back up your company files (section 4.4).

5. Buying, the refund and the reseller

5.1 Mach sells the software through Lemon Squeezy, which acts as the reseller and merchant of record. Lemon Squeezy takes payment, charges any sales tax, and issues the receipt, under its own terms. This agreement governs the software and the license.

5.2 30-day refund. You may ask for a full refund of any key within 30 days of buying it, for any reason, by writing to support@machformlabs.com or through Lemon Squeezy. When a key is refunded, its license ends and section 4.3 applies.

5.3 If a payment is reversed or charged back, Mach switches the key off and its license ends, as with a refund (section 4.3).

6. Updates and new versions

6.1 Your key includes every update Mach releases for the version you bought. That includes the tax-form changes Mach releases for the tax year or years that version covers.

6.2 Mach decides what it releases as an update to your version and what it releases as a new version, and says which when it releases it. Mach may release later versions, for example for a later tax year, as separate optional purchases. Your key does not include updates for life or any later version. If you do not buy a later version, the software keeps working, and its tax worksheets stay on the rules of the last tax year your version supports (section 7.6).

6.3 Mach decides what each update contains and when it is released. Apart from section 6.1, Mach does not promise to release updates, new versions, new features or support for any period.

6.4 The software can check online for updates, at most once a day, only if you switch that on. The check downloads a small file from Mach's website. It sends nothing about you or your copy, though like any web request it reveals your internet address. The software compares versions on your computer.

6.5 If a later version of this agreement comes with an update, the software shows it before you install that update. It applies to that update and later ones once you accept it. If you do not accept it, you may keep using the version you have.

7. What the software does with tax

7.1 The software prepares figures from the books you keep in it. Its tax worksheets and tax exports (for example the Schedule C worksheet, the Form 1120-S worksheet with its schedules and K-1 amounts, the Form 4562 worksheet and the TurboTax file) are calculated from your books for your tax software or your tax professional. They are not tax returns and are not official IRS forms. The 1099-NEC copies, summary and file are prepared from your books for you to check before you send or file them.

7.2 Mach does not file anything. The software does not send a return, a form or a payment to the IRS or to any state. You, or the tax professional you hire, file. If you give a 1099 file to a filing service, that is your arrangement with that service.

7.3 The figures, and everything else in the software and its help, are not tax, legal or accounting advice. Mach is not your tax preparer, accountant or lawyer, and using the software does not create that relationship. When the software flags something for you to check, such as a deduction, it is only pointing it out. A flag does not mean that an entry is wrong, and no flag does not mean that an entry is right, because the software does not check every tax rule. A flag is not advice on how to treat an item. That decision is yours and your tax preparer's. The software also will not accept a few values the tax rules do not allow, such as a deduction larger than the asset's cost.

7.4 The figures depend on what you entered, on how you set up your accounts, and on tax rules that change. Your situation may need treatment the software does not make.

7.5 Tax worksheets are calculated from your books. Before you file your taxes, they must be reviewed by you or a qualified tax professional. Each tax worksheet carries those two sentences, and each tax export is shown with them. They apply to every figure the software prepares, whether or not they are visible on a given screen or file.

7.6 When a tax worksheet is for a tax year later than the rules built into your version, the software says so and uses the latest rules it has. You agree to check those figures yourself or with a professional before filing.

7.7 Mach does not offer an accuracy guarantee, penalty reimbursement, audit support or any similar promise.

8. Your responsibilities

8.1 You are responsible for what you enter, for how you set up your books, and for checking the software's results before you rely on them.

8.2 You are responsible for backing up your company files. The software includes a backup tool. Mach cannot recover a file that was lost, damaged or deleted on your computer.

8.3 You are responsible for everything you send from the software, including invoices, statements, reminders and 1099 copies, and for its accuracy. Mail you send from the software goes out through your own mail account, under your mail provider's terms. If you switch on automatic reminders, follow-ups or recurring invoices (all off unless you switch them on), the software sends them for you without a further click, usually when you first open that company after starting the software, and you are responsible for them as if you had sent them yourself.

8.4 If a version of the software lets you connect another service, such as a payment service, your use of it is between you and that service, under its terms. Mach is not responsible for those services. A payment link on an invoice is only a web address your customer opens; the software does not connect to the payment service.

8.5 You will use the software only for lawful purposes and in line with the laws that apply to you, including tax, privacy and consumer laws about the records you keep on other people.

9. Your data and privacy

9.1 Your company files stay on your computer. Mach does not receive them. Mach's support will never ask you for a company file, because it can contain Social Security and employer ID numbers.

9.2 Mach's own code has no telemetry, analytics or crash reporting. Microsoft components the software uses, such as WebView2, follow your Windows diagnostic settings (section 10). Reading receipts, photos and PDFs happens on your computer. The software goes online only for the following, and sends only what is listed:

(a) license activation, the re-check and deactivation in section 4: the key, plus your computer's name at activation or the activation number at the re-check and deactivation, to Lemon Squeezy, which also sees your internet address;

(b) the update check in section 6.4, off unless you switch it on: a plain download from Mach's website, which sends no identifier, version or system details and reveals only your internet address;

(c) mail you send, or switch on to be sent automatically, through your own mail account (section 8.3);

(d) during setup, only if your computer lacks Microsoft's WebView2 runtime, Microsoft's installer downloads it from Microsoft (section 10.4);

(e) any other service a later version lets you connect, if you choose to (section 8.4).

9.3 If you send Mach a diagnostic file or other information for support, Mach uses it only to help you. The software never sends a diagnostic file automatically. It is sent only if you choose to send it, either by emailing it yourself or with a send option you turn on, which sends it through your own mail account (section 9.2(c)). Its contents are shown on screen before it is saved, except when the software cannot start, in which case you are asked before it is saved and can open the file to see what it contains before you send it.

9.4 Mach's privacy policy, at machformlabs.com/privacy, explains what Mach does with the information it receives when you buy, activate or contact support.

10. Third-party software

10.1 The software includes other people's software under their own licenses. The list, with each license and notice, is in the file THIRD_PARTY_NOTICES.txt, installed with the software and linked from Settings, Backups & export. Those licenses apply to those parts, and nothing in this agreement reduces your rights under them.

10.2 Libraries you may replace (LGPL). Some included libraries (libiconv and any other LGPL library listed in the notices) are licensed under the GNU Lesser General Public License. They are installed as separate files, unmodified. You may replace them with your own modified versions, and you may reverse engineer the software to the extent needed to debug those modifications, even though section 11 forbids reverse engineering. The source code of those libraries, in the exact versions shipped with this software, is available at machformlabs.com/opensource. If you replace a library, support for the software may be limited to the unmodified version.

10.3 Microsoft Visual C++ runtime. The software includes the Microsoft Visual C++ runtime files (for example VCRUNTIME140 and MSVCP140) as redistributable code. You may use them only with the software. You may not use them separately, and you may not claim them, edit them or distribute them. Microsoft is not liable for them and does not support them.

10.4 The Microsoft Edge WebView2 runtime is installed under Microsoft's own license terms. If your computer does not already have it, setup runs Microsoft's installer, which downloads it from Microsoft.

11. What you may not do

11.1 Except as section 10 or the law allows, you may not:

(a) copy the software, except for backup and the installs section 3 allows;

(b) rent, lend or sublicense the software or a key, or transfer a key except as section 11.2 allows;

(c) share a key with anyone outside the businesses it covers, or publish it;

(d) reverse engineer, decompile or disassemble the software;

(e) remove or get around the license check, or change the software to unlock a module or tier you have not bought;

(f) remove Mach's or its suppliers' copyright or trademark notices;

(g) separate parts of the software to use them on their own or on other computers, except third-party parts you may use under their own licenses (section 10).

11.2 Transferring a key. You may give or sell a key to another person or company, for example when you sell your business, if: (a) you deactivate the key on every computer you installed it on, and stop using it; (b) the new owner accepts this agreement, which then binds them in your place; and (c) you or the new owner tell Mach at support@machformlabs.com, so the key's records and notices go to the new owner. The key keeps the same limits (section 3), never more than three computers at a time. The 30-day refund in section 5.2 counts from the original purchase, and a refund goes only to the original buyer. Any payment between you and the new owner is between the two of you.

12. Feedback

12.1 If you send Mach ideas or suggestions about the software, Mach may use them freely, without paying or crediting you.

13. Disclaimer of warranties

13.1 THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS. TO THE FULLEST EXTENT THE LAW ALLOWS, MACH AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY AND QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

13.2 WITHOUT LIMITING SECTION 13.1, MACH DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT IT WILL MEET YOUR NEEDS, THAT IT WILL NOT LOSE OR DAMAGE DATA, THAT ANY FIGURE, REPORT, EXPORT OR DOCUMENT IT PRODUCES IS CORRECT OR COMPLETE, THAT ANY OF THEM WILL BE ACCEPTED BY ANY TAX SOFTWARE, FILING SERVICE OR TAX AUTHORITY, OR THAT USING THE SOFTWARE WILL PRODUCE ANY PARTICULAR TAX RESULT OR REFUND OR AVOID ANY PENALTY, INTEREST OR AUDIT.

13.3 NO ADVICE OR INFORMATION FROM MACH, ITS WEBSITE, ITS SUPPORT OR THE SOFTWARE CREATES A WARRANTY THAT THIS AGREEMENT DOES NOT STATE.

13.4 SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. WHERE THAT LAW APPLIES TO YOU, ANY IMPLIED WARRANTY LASTS ONLY 30 DAYS FROM PURCHASE, OR THE SHORTEST PERIOD THE LAW ALLOWS, AND YOUR REMEDY FOR ITS BREACH IS A REFUND UNDER SECTION 5.

14. Limitation of liability

14.1 TO THE FULLEST EXTENT THE LAW ALLOWS, MACH AND ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY TAX, PENALTY, INTEREST OR FEE, ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR DATA, THE COST OF REPLACEMENT SOFTWARE OR SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT.

14.2 TO THE FULLEST EXTENT THE LAW ALLOWS, MACH'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT IS LIMITED TO THE AMOUNT YOU PAID FOR THE KEY OR KEYS THE CLAIM IS ABOUT.

14.3 SECTIONS 14.1 AND 14.2 APPLY TO EVERY KIND OF CLAIM, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, MISREPRESENTATION, STATUTE OR ANY OTHER THEORY, EVEN IF MACH WAS TOLD THE LOSS WAS POSSIBLE, AND EVEN IF A REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

14.4 THESE LIMITS ARE PART OF THE BASIS OF THE BARGAIN. THE PRICE OF THE SOFTWARE REFLECTS THEM.

14.5 Nothing in this agreement limits or excludes liability for death or personal injury caused by negligence, for fraud, for intentional misconduct, or for anything else the law that applies to you does not allow to be limited or excluded.

15. Your indemnity

15.1 To the fullest extent the law allows, you will defend, indemnify and hold harmless Mach and its members, managers, employees and contractors from any third-party claim, and the losses, damages, costs and reasonable attorney's fees that come from it, arising out of: (a) your use of the software or its output, including any return, 1099 or other form you or your tax professional file or issue; (b) anything you send from the software; (c) the data you put in it; or (d) your breach of this agreement or of the law.

15.2 Mach will tell you promptly about a claim covered by section 15.1, and may take part in its defense with its own lawyer at its own cost. You may not settle a claim in a way that admits fault for Mach or binds Mach without Mach's written consent.

16. Ending the license

16.1 You may stop using the software at any time.

16.2 Mach may end your license, by notice to the email address on your purchase, if you materially breach this agreement, for example by sharing a key, and do not fix the breach within 15 days of that notice. A breach that cannot be fixed, such as publishing a key, ends the license on notice. When a license ends, Mach switches off the key (section 4.3) and you must stop using the software it unlocked.

Section 4.4 still applies: you can open, print, export and back up your company files.

16.3 Sections 3.6, 7, 9, 10, 11, 12, 13, 14, 15, 16.3, 17 and 18 survive the end of the license.

17. Disputes, arbitration and the law that applies

17.1 Florida law. This agreement, and any claim arising out of or relating to it or the software, is governed by the laws of the State of Florida and the federal laws of the United States, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

17.2 Talk first. Before starting a claim, the party with the claim will write to the other, describing it, and both will try in good faith to resolve it for 30 days. Write to Mach at support@machformlabs.com.

17.3 Arbitration. If the claim is not resolved, it will be settled by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules (or its Commercial Arbitration Rules if you bought for a business), before one arbitrator. The hearing will be held by video or telephone unless the arbitrator decides otherwise, and if in person, in Orange County, Florida, or the county where you live. Fees are paid as those rules provide. The Federal Arbitration Act governs this section.

17.4 Small claims. Either party may instead bring an individual claim in the small claims court of Orange County, Florida, if the claim qualifies.

17.5 No class actions. Claims will be brought only on an individual basis, not as a plaintiff or class member in any class, collective, consolidated or representative proceeding. The arbitrator may not combine claims of more than one person. If this section 17.5 is found unenforceable for a claim, that claim goes to court under section 17.7, not to arbitration.

17.6 Mass filings. If 25 or more similar claims are brought against Mach by, or with the help of, the same or coordinated lawyers or organizations, the American Arbitration Association's Mass Arbitration Supplementary Rules apply to them. Each person must first send their own notice under section 17.2, signed by them and not only by a lawyer, and no arbitration fees are owed on a claim until its notice period has passed. The time to bring each claim is paused while it waits.

17.7 Courts. Any claim that is not arbitrated will be brought only in the state courts in Orange County, Florida, or the United States District Court for the Middle District of Florida, and both parties consent to those courts. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY CLAIM IN COURT.

17.8 Either party may ask a court for an order to stop infringement or misuse of its intellectual property, without arbitrating first.

18. General

18.1 Entire agreement. This agreement, together with the privacy policy, is the whole agreement between you and Mach about the software. It replaces anything said before about the software, including on the website. If anything on the website or in the software's help conflicts with this agreement, this agreement controls.

18.2 Severability. If a court or arbitrator finds part of this agreement unenforceable, that part is enforced as far as the law allows, and the rest stays in force.

18.3 No waiver. If Mach does not enforce a right, that does not waive it.

18.4 Assignment. You may not assign this agreement except as section 11.2 allows. Mach may assign it, for example if Mach or the software is sold, and will tell you if it does.

18.5 Notices. Mach may send notices to the email address on your purchase. You may send notices to support@machformlabs.com. A notice by email is received when it is sent, unless the sender learns it was not delivered.

18.6 Export. You may not export or re-export the software in breach of United States export laws, or to a person or country those laws prohibit.

18.7 United States government users. The software is "commercial computer software" and its documentation is "commercial computer software documentation". Government users get only the rights in this agreement.

18.8 Events outside Mach's control. Mach is not responsible for delay or failure caused by events outside its reasonable control, including the failure of a third-party service.

18.9 Headings are for convenience only. "Including" means "including without limitation".

18.10 Contact. Mach Form Labs LLC, support@machformlabs.com.

By buying a key, clicking "I accept" or using the software, you agree to this agreement.

MACH WORKS TEST VERSION TERMS

This is a test version of Mach Works, given to you free so you can try it before its release. The Mach End-User License Agreement applies to it, with these changes. These terms and the agreement apply to a test version from the day you accept them. It is a test version and may have errors, including errors that affect your company files. Keep your current system running alongside it and back up often. THE TEST VERSION IS PROVIDED "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MACH'S TOTAL LIABILITY FOR IT, UNDER ANY THEORY, IS LIMITED TO FIFTY DOLLARS ($50). After December 31, 2026, the test version becomes read-only; you can still open, print and export your company files, and a release key unlocks them again. Test keys are for testing only, and Mach may switch them off at any time. These terms cover only the test version and its test keys. Any release license Mach gives you as a thank-you is an ordinary license under the Mach End-User License Agreement, and these terms do not affect it. If you send Mach feedback or ideas, Mach may use them freely, without paying or naming you.