

03-08-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



MENT OF COMMERCE
t and Trademark Office

3-3-06

RECORDATION 103192479
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Interact Commerce Corporation
8800 North Gainey Ctr. Dr. #200
Scottsdale, AZ 85258

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10/1/03

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Best Software, Inc.

Internal Address: _____
Address: _____

Street Address: 1505 Pavilion Place

City: Norcross

State: GA

Country: USA Zip: 30093

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,155,324

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SALESLOGIX

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chanette Armstrong

Internal Address: Sage Software, Inc.

Street Address: 56 Technology Drive

City: Irvine

State: CA Zip: 92618

Phone Number: (949) 754-3546

Fax Number: (949) 753-1911

Email Address: ipfilings@sage.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Sally B _____ 3/2/06 Date

03/07/2006 BYRNE 00000094 2155324 Signature Sally Barrington

01 FC:8521 40.00 DP Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document: 39

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PUBLIC RECORDS
RECORDS SECTION
MAR -3 AM 7:01

**AMENDMENT TO THE
ASSET PURCHASE AGREEMENT**

This Amendment to the Asset Purchase Agreement (this "**Amendment**") is entered into as of November 6, 2003, by and between Best Software, Inc., a Virginia corporation ("**Buyer**"), and Interact Commerce Corporation, a Delaware corporation ("**Seller**").

Whereas, the Parties entered into that certain Asset Purchase Agreement dated effective as of October 1, 2003 regarding the acquisition of the Acquired Assets by Buyer (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement; and

Whereas, the Parties now desire to amend a provision of the Agreement relating to the calculation of the Purchase Price.

Now, therefore, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained herein and in the Agreement, and intending to be legally bound hereby, the Parties agree as follows:

1. Amendment to Section 1.02. Section 1.02(c)(iv) of the Agreement is hereby amended and restated to read in its entirety as follows:


“(iv) **“Net Worth”** means the total assets less (A) the total liabilities and (B) the total equity, on the accepted Closing Balance Sheet.”

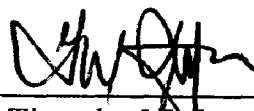
2. Miscellaneous. This Amendment, together with the Agreement, is the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersedes any other prior oral or written representation relating thereto. The Parties may execute this Amendment in counterparts.

In witness whereof, the Parties hereto have executed this Agreement as of the date first above written.

Interact Commerce Corporation

Best Software, Inc.

By: 
James R. Eckstaedt
Executive Vice President, Finance and
Chief Financial Officer

By: 
Timothy M. Leyden
Senior Vice President, Finance
and Chief Financial Officer

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is entered into effective as of October 1, 2003 (the "**Effective Date**"), by and between Best Software, Inc., a Virginia corporation, having a place of business at 888 Executive Center Drive West, Suite 300, St. Petersburg, FL 33702 ("**Buyer**" or a "**Party**"), and Interact Commerce Corporation, a Delaware corporation, having a place of business at 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 ("**Seller**" or a "**Party**"). Buyer and Seller are sometimes referred to collectively herein as the "**Parties**."

A. Seller publishes and supports computer software that it distributes in copies through resellers and directly to end users to be used under license. Such computer software includes a product line of accounting software that Seller has published and distributed under the brand "SalesLogix." Seller has used certain assets (including tangible and intangible assets) in creating, publishing, marketing, distributing and supporting the SalesLogix product line (such product line as elaborated herein and in the Exhibits and Schedules hereto, the "**Line of Business**"). Some of such certain assets are exclusively related to the Line of Business and are referred to herein as the "**Acquired Assets**." Except as specifically set forth herein, Seller will retain all right, title, and interest in and to all its other assets, which are referred to herein as "**Excluded Assets**."

B. Buyer desires to acquire from Seller the Acquired Assets, upon the terms and subject to the conditions of this Agreement.

C. Seller is willing to transfer to Buyer the Acquired Assets, upon the terms and subject to the conditions of this Agreement, including consideration consisting of (i) Buyer's assumption of certain of Seller's liabilities related to the Line of Business and (ii) payment by Buyer to Seller of the Purchase Price (defined below).

D. The Parties desire Buyer to extend offers of employment to each of those of Seller's employees whose duties entail rendering services on behalf of the Line of Business (collectively, the "**Business Employees**"). Exhibit A attached hereto identifies each of the Business Employees.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

Article 1. Purchase and Sale.

Section 1.01 Basic Transaction. On the terms and subject to conditions of this Agreement, at the Closing (defined below):

(a) Seller will sell, transfer, convey and deliver to Buyer, all of the Acquired Assets (as described in Exhibit B hereto); Buyer will not acquire, however, any Excluded Asset (including all assets described in Exhibit C hereto); and

(b) Buyer will assume and become responsible for all of the Assumed Liabilities (as described in Exhibit D hereto); Buyer will not assume or have any responsibility with respect to any Excluded Liability (as described in Exhibit E hereto).

Section 1.02 Consideration.

(a) Upon the terms and subject to the conditions contained in this Agreement, in consideration for the Acquired Assets and in full payment therefor, Buyer shall (i) execute the Note in the amount of the Purchase Price, as more fully set forth below, and (ii) assume the Assumed Liabilities.

(b) On the Closing Date, Buyer will execute a note (the "**Initial Note**") in the form attached hereto as Exhibit F for the benefit of Seller in the amount of One Hundred Fifty-Six Million Eight Hundred Ninety-Six Thousand Nine Hundred Eighty-Three Dollars and Seventy-Nine Cents (\$156,896,983.79) (the "**Initial Purchase Price**").

(c) Following delivery by Seller, and acceptance by Buyer, of the Closing Balance Sheet (as set forth and defined in Article 3 below), the Initial Purchase Price and the Initial Note may be adjusted as follows:

- (i) if Net Worth (defined below) does not equal the Initial Purchase Price, then Buyer shall execute a note in the form attached hereto as Exhibit F for the benefit of Seller in an amount equal to Net Worth;
- (ii) in the event of subparagraph (i) above, the new note called for in such subparagraph shall be referred to as the "**Note**," and simultaneously with the execution by Buyer of the Note, the Initial Note shall be marked cancelled and returned to Buyer without further consideration, and the amount of the Note shall be the "**Purchase Price**";
- (iii) if Net Worth equals the Initial Purchase Price, then the Initial Note shall continue in full force and effect and be deemed the "**Note**," and the Initial Purchase Price shall be deemed the "**Purchase Price**"; and
- (iv) "**Net Worth**" means the total assets less total liabilities on the accepted Closing Balance Sheet.

Article 2. **The Closing.**

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 56 Technology Drive, Irvine, California 92618, at 12:30 a.m. local prevailing time on October 1, 2003. The date on which the Closing occurs shall be referred to herein as the "**Closing Date**."

Section 2.02 Deliveries. At the Closing:

- (a) Seller will execute, acknowledge (if appropriate), and deliver to Buyer:
 - (i) A Bill of Sale and General Assignment of Assets in the form attached hereto as Exhibit G;

- (ii) An Assignments of Trademarks in the form attached hereto as and Exhibit H;
 - (iii) Such other instruments of sale, transfer, conveyance and assignment as Buyer reasonably may request; and
- (b) Buyer will execute, acknowledge (if appropriate), and deliver to Seller:
- (i) The Initial Note;
 - (ii) An Assumption of Liabilities Agreement in the form attached hereto as Exhibit I;
 - (iii) Such other instruments of assumption as the Seller reasonably may request.

Article 3. Seller's Covenants regarding Closing Balance Sheet.

Section 3.01 Preparation of Closing Balance Sheet. As promptly as practicable after the Closing Date and in any event, before November 7, 2003, Seller will prepare an unaudited balance sheet of the Line of Business and the other agreed upon assets as of the Closing Date (the "**Closing Balance Sheet**"), in accordance with commonly used accounting principles consistently applied and consistent with the accounting principles used to prepare the most recent audited financial statements of Seller.

Section 3.02 Acceptance of Closing Balance Sheet. Promptly after Seller has completed preparation of the Closing Balance Sheet and in any event, before November 7, 2003, Seller shall deliver a copy thereof to Buyer. Buyer shall either accept such Closing Balance Sheet, or notify Seller of any issue it has with such Closing Balance Sheet. In the event Buyer has an issue with the Closing Balance Sheet, the Parties shall negotiate in good faith to resolve such issue. Upon such resolution, or upon the initial acceptance of the Closing Balance Sheet by Buyer if Buyer had no issue with it, the Closing Balance Sheet shall be deemed "accepted," and the Parties shall sign a copy thereof, and attach it to each Party's respective copy of this Agreement as Exhibit J.

Article 4. Representation and Warranties of Seller. Except as otherwise specifically set forth in a schedule attached hereto as Exhibit K and captioned "**Exceptions Schedule**," Seller represents and warrants to Buyer that the statements contained in this Article 4 are correct and complete as of the Effective Date and as of the Closing Date:

Section 4.01 Organization of the Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

Section 4.02 Authorization of Transaction. Seller has full power and authority (including full corporate power and authority and specifically including authorization by Seller's Board of Directors) to execute and deliver this Agreement and to perform its obligation hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar law now or hereafter in effect relating to creditors' rights generally or to general principles of equity.

Section 4.03 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Seller is subject or any provision of its charter or bylaws or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material agreement, contract, lease, license, instrument or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject.

Section 4.04 Intellectual Property. To the knowledge of Seller, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or is threatened which challenges the legality, validity, enforceability, use or ownership of any item of Intellectual Property included in the Acquired Assets. To the knowledge of Seller, the Line of Business, as presently proposed to be conducted, does not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property of any third party as a result of its continued operation. **“Intellectual Property”** means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, revisions, extensions and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all application, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designed, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source and object code, data and related documentation), and (g) all copies and tangible embodiments thereof (in whatever form or medium).

Section 4.05 Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Seller, currently threatened, against the Seller that questions the validity of this Agreement or the right of the Seller to enter into this Agreement or to consummate the transactions contemplated hereby, or that could reasonably be expected either individually or in aggregate, to have a material adverse effect on the Acquired Assets. Seller is not a party or subject to the provisions of any order, writ, injunctions, judgment or decree of any court or government agency or instrumentality that could reasonably be expected to have a material adverse effect on the Acquired Assets. There is no action, suit, proceeding or investigation by Seller currently pending or that Seller intends to initiate that could reasonably be expected to have a material adverse effect on the Acquired Assets.

Section 4.06 Product Liability. The Line of Business has no liability (and to Seller’s knowledge, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against it giving rise to any liability) arising

out of any injury to individuals or property as a result of the ownership, possession or use of any product manufactured, sold, leased or delivered by the Line of Business.

Section 4.07 Labor and Employment Matters. To the knowledge of Seller, no executive employee or group of employees of the Line of Business has any plan to terminate employment. Seller is not a party to or bound by any collective bargaining agreement, nor has Seller experienced any strike, grievance, claim of unfair labor practices or other collective bargaining dispute. The Line of Business has not committed any unfair labor practice. The Seller has no knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Line of Business.

Section 4.08 Employee Benefit Plans. As used herein, the term “**Employee Benefit Plans**” shall mean, collectively, any employee benefit plan (as defined in Section 3(3) of ERISA), and all bonus, stock option, stock purchase, incentive, deferred compensation, supplemental retirement, severance and equity plans, programs or arrangements and any current or former employment or executive compensation or severance agreements written or otherwise maintained or contributed to or for the benefit of or relating to any employee of Seller or any of its subsidiaries, any trade or business (whether or not incorporated) which is a member of a controlled group including Seller or which is under common control with Seller or any of its subsidiaries within the meaning of Section 414 of the Code (an “**ERISA Affiliate**”) as well as each plan with respect to which Seller or any of its subsidiaries or an ERISA Affiliate could incur liability under Section 4069 (if such plan were, or has already been, terminated) or Section 4212(c) of ERISA, but excluding former agreements under which Seller or any of its subsidiaries has no remaining obligations and any of the foregoing that are required to be maintained by Seller or any of its subsidiaries under the laws of any foreign jurisdiction. Seller has administered each of its Employee Benefit Plans in accordance with its terms and applicable laws in all material respects. To the knowledge of Seller, no event has occurred and there currently exists no condition or set of circumstances in connection with which Seller or any of its subsidiaries could be subject to any liability (other than liability for routine claims for accrued benefits thereunder and ongoing costs of administration, reporting, disclosure and premiums) under the terms of any Employee Benefit Plan, the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), the Code or any other applicable rule or regulation, including any liability under Title IV of ERISA, which individually or in the aggregate could have a material adverse effect on the Acquired Assets.

Section 4.09 Business Employees. With respect to each Business Employee, Seller has provided Buyer with true and correct information concerning the annual salary or wages, as well as any incentive or bonus arrangement, with respect to such person.

Article 5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Article 5 are correct and complete as of the Effective Date and as of the Closing Date.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

Section 5.02 Authorization of Transaction. Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar law now or hereafter in effect relating to creditors' rights generally or to general principles of equity.

Section 5.03 Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Buyer is subject or any provision of its charter or bylaws or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material agreement, contract, lease, license, instrument or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject.

Article 6. Employee Covenants.

Section 6.01 Offers. The employment of each of the Business Employees shall transfer to Buyer on the Closing Date. Each Business Employee whose employment transfers to Buyer is referred to herein as a "Transferred Employee."

Section 6.02 Benefit Plans. Buyer will accept an assignment of and delegation of duties under each contract between Seller and any third party (including all insurance companies) to the extent that the contract applies to the Transferred Employees and employee benefit plans for medical, dental, vision care, employee assistance program or FSA. The 401(k) Plan of Seller shall remain with Seller and, until the Parties agree otherwise, any amount deposited by a Transferred Employee into his or her 401(k) shall be made to such 401(k) Plan of Seller.

Section 6.03 Continuation of Service. Buyer shall credit each Transferred Employee with all service with Seller prior to the Closing Date and with all amounts paid to each Transferred Employee prior to the Closing Date to the extent that services or pay is relevant under any employee benefit plan of Buyer for purposes of determining eligibility to participate, vesting and benefit accrual. Seller agrees to provide Buyer with service commencement date and prior compensation information with respect to each Transferred Employee as of the Closing Date.

Section 6.04 Payments. Seller shall accrue all salary and overtime the Transferred Employees earn during the period that begins on September 20, 2003, and ends on the Closing Date, and Seller shall accrue all bonuses and commissions the Transferred Employees earn during the fiscal year that ends on the Closing Date. Buyer shall pay such accrued salary, overtime, bonus and commissions earned, accrued and payable for all periods up to the Closing Date in accordance with Buyer's normal pay periods for each such amount; provided, however, that paid time off accruals shall not be paid out by Seller at the Closing Date, but instead shall be credited to each such employee by Buyer.

Article 7. Post-Closing Covenants. With respect to the period following the Closing:

Section 7.01 General. If after the Closing either Party deems it necessary or desirable in order to carry out the purposes of this Agreement for the other Party to take any further action (including the execution and delivery of further instruments and documents, including without limitation, the Note), the other Party shall comply with all reasonable requests to take such further action.

Section 7.02 Litigation Support. If and for so long as either Party is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (a) any transaction contemplated under this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving the Line of Business, the Parties will cooperate in the contest of defense, each making available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense. The provisions of this Section are applicable to the PST vs. Interact Commerce Corporation case.

Section 7.03 Transition. Seller will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier or other business associate of the Line of Business from maintaining the same business relationships with Buyer and the Line of Business after the Closing as it maintained prior to the Closing. Seller (or its assign) shall provide Buyer, on a transitional basis following the Closing Date, with all services historically provided to the Line of Business (including without limitation network access and accounting and human resources functions) reasonably necessary to support the continued operation of the Line of Business.

Section 7.04 Receivables. Seller agrees that, after the Closing, it will promptly transfer to or deliver to Buyer any cash or other property (including interest) received directly or indirectly by Seller in respect of any accounts receivable of the Line of Business constituting Acquired Assets and included in the Closing Balance Sheet.

Section 7.05 Transferred Contracts; Consents. Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment hereunder of any Acquired Asset shall require the consent of any other party (or in the event that any of the same shall be nonassignable), neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or an agreement to assign if such assignment or attempted assignment would constitute a breach thereof or result in the loss or diminution thereof; provided, however, that in each such case, Seller shall, at its own expense, use commercially reasonable efforts to obtain the consent of such other party to an assignment to Buyer. If any such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller shall enter into in a commercially reasonable arrangement with Buyer designed to provide Buyer the benefits intended to be assigned to Buyer pursuant to any Acquired Asset, including the enforcement at the cost and for the account of Buyer of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise, and Buyer shall discharge all liabilities and obligations of Seller under such Acquired Asset, as though Buyer had

assumed the Acquired Asset. In the case of any Transferred Contract (as defined in Exhibit B) to which the previous sentence refers, Buyer shall, in its sole discretion, have the right to require Seller to terminate such Contract to the extent the terms thereof permit such termination in which case Seller shall terminate such Transferred Contract to the extent the terms thereof permit such termination; provided, however, that Seller shall not be required to terminate any such Transferred Contract in the event that (a) Seller would incur costs, expenses or liabilities (other than routine costs and expenses typical to the termination of such Transferred Contracts), or (b) Seller would otherwise have continuing rights in such Transferred Contract which Seller requires for the ongoing operation of its retained business operations; provided, further, however, that if Buyer requests that such Transferred Contract be terminated and Seller elects not to terminate such Transferred Contract in accordance with the terms hereof, Buyer shall have no further liability or obligation with respect to such Transferred Contract whatsoever (including any liability as a successor to Seller). Seller will promptly pay to Buyer when received all monies received by Seller under any Acquired Asset or any claim or right or any benefit arising thereunder, except to the extent the same represents an Excluded Asset.

Section 7.06 Subsequent Transfer of Assets. Should it be determined by Buyer or Seller at any time that any tangible or intangible asset which, pursuant to the terms of this Agreement, should have been delivered to Buyer is still in Seller's possession, then Seller shall deliver (or cause to be delivered) any such asset to Buyer without additional charge and Buyer shall assume, if applicable, any obligation of Seller under such asset. Should it be determined by Buyer or Seller at any time that any tangible or intangible asset which, pursuant to the terms of this Agreement, should not have been delivered to Buyer, was so delivered, then Buyer shall return any such asset to Seller without additional charge and Buyer shall be relieved, if applicable, from any obligation of Seller under such asset.

Article 8. Miscellaneous.

Section 8.01 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller: Interact Commerce Corporation
 c/o Best Software, Inc.
 56 Technology Drive
 Irvine, CA 92618
 Attn: Legal Department

If to the Buyer: Best Software, Inc.
 888 Executive Center Drive West, Suite 300
 St. Petersburg, FL 33702
 Attn: Legal Department

Either Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal

delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 8.02 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 8.03 Miscellaneous. The Parties deem all of the provisions of this Agreement to be severable. The successful Party in any legal action arising out of this Agreement shall be able to recover all costs of that action, including reasonable attorneys' fees. California law shall govern this Agreement, notwithstanding choice of law rules. Any waiver or delay by any Party in enforcing any provision of this Agreement shall not deprive that Party of the right to take appropriate action at a later time or due to a subsequent breach. This Agreement supersedes all prior oral and written representations and promises that relate to the subject matter of this Agreement. The Parties intend the captions in this Agreement to be for convenience of reference only. The Parties may execute this Agreement in counterparts. The Parties agree that courts should interpret this Agreement as if written jointly by the Parties. This Agreement shall benefit, and be binding upon, permitted successors and assigns of the Parties. Neither Party shall be liable for that Party's failure to perform an obligation under this Agreement if that failure results from any cause, except financial, beyond that Party's reasonable control. Any provision of this Agreement may survive this Agreement's termination if the provision's context shows that the Parties intended the provision to survive. Neither Party shall be liable to the other for consequential damages arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Interact Commerce Corporation

Best Software, Inc.

By: 

By: 

James R. Eckstaedt
Executive Vice President, Finance and
Chief Financial Officer

Timothy M. Leyden
Senior Vice President, Finance
and Chief Financial Officer

Exhibit A
List of Business Employees

Hanson, Michelle
Poppen, Kerri
Bertrandt, Rachael Ann
Calabro, Daniel
Davis, Mandy
Ferguson, Gail
Haley, Lisa Lee
Ives, Steven
Seegers, Shannon
McDade, Kelly
Mirafuentes, Trisha
Replogle, Lisa
Sullivan, Sean
Walrath, Hazel
Campbell, Tiffany
Crawford, Jeffrey Bruce
Duck, Kevin
Enloe, William
Fromme, Christine
Gross, Sean
Siebert, Jeffrey
Sommer, Kevin
Wnenta, Stephen
Fulkerson, Durlinda
Kemmer, Elizabeth
Smoot, Stephanie
Hallberg, Jeffrey
Whitehead, Cheryl
Makin, Darrel
Norman, Cherri
Rich, Susan
Bruce, Bridgitte
Cardenas, Jose
Cody, Thomas
Doyle, David
Ferrari, Anthony
Hartmann, Fred
Junginger, Jeremiah
Manwaring, David
Manwaring, Noah
Weiss, Debra
Lucas, Heather
O' Donnell, Nancy
Schmidt, Regina
Ali, Kim
Neeser, Robert
Berry, Anthony
Myers, Kevin
Patel, Nirmal Kirit
Ross, Adam
Sibbach, Jeffrey
Stead, Aaron

Woods, Jeffrey
Draheim, Joseph
Ellertson, Grace
Hammons, Michael
Rich, Michael
Bean, David
Simmons, Andrew
Lynam, Jennifer
Ready, Gwendolyn
Young, Robin
McLaughlin, Leslie
Neurauter, Kurt
Roberts, Bradley
Wilson, Charles
Woods, Kimberly
Ellertson, Seth
Spangler, Christopher
Theaumont, Ross Harry
Zeuner, Brandon
Burkett, William
Cote, Danielle
Galarowicz, Sarah
Higgins, Brian
Perez, Patricia
Frankel, Kristina
Macmillian, Stephanie
Asquith, Lauren
Kerdock, Steven Failor
Merrett, Nicole
Paulson, Kevin
Opalka, Susan
Greenspan, Joseph
Arnold, Kathy
Allen, Jeromey
Bendele, Linda
Carroll, Loretta
Culp, Bryan
Erickson, Mark
Foster, Dennis
Gariepy, John
Green, Edward
Hackett, Stacey
Hansen, Christopher
Hubbard, Paul
Hull, Greg
Hyde, Garrett
Kelly Jr., Victor
King, Christine
Lagemann, Chris
Madden, William James
Martell, David
Martin, William

Matejcek, Mark Jared
McKee, Gerald
Menges, Carroll Jeanne
Mensch, Kirk
Montgomery, Timothy
Porter, Michael
Stacy, Brandon
Webb, Rosalyn
Wells, Christopher
Baker, Daren
Lamb, Kevin
Pederson - Cranford, Mara
Reich, Christopher
Rourke, Peter
McCauley, Paul
Springfield, John Ryan
Austin, Wendy
Ballard, Jeffrey
Cox, Lawrence
Dicino, Marc
Flicker, Heath
Fournier, Michael
Hand, Laura
Horn, Jacob
Jentarra, William
Kleintank, Jacob
Link, Jeffrey
Logsdon, Kari
Mahoney, Robert
McBride, Roderick
Meacham, Lance
Mercill, Scott Roy
Murphy, Brett
Murphy, Scott
O'Connor, James
Price, James
Pruiett, Jayne Leanne
Schantz, Daris
Steffl, Adam
Stimson, Aaron
Strieder, Michael
Franzone, Michael
Garcia, Cynthia
Garrison, Glenn
Holmes, Bruce
Marsh, Eric
Moore, Janet
Rogers, Michael
Marinig, Karl
Shafer, Staci
Carver, Katherine
Ingram, Judi

Marzonie, Jeanne Marie
Phipps, Mari
Bell, David
Borene, Justin
Bowcott, Josua
Boyce, Jason
Browning, Daniel
Buechel, Kenneth
Carnie, Stuart George
Cessna, Michael
Chappell, Newell
Hanson, Leif
Henrie, Cameron
Hershauer, Jeffrey
Hurlburt, Steven Scott
Izmailov, Konstantin

Luttermoser, Linda
Moore, Harry
Noreus, Kevin
Perona, John
Streblechenko, Dimitry
Subramanian, Saravanan
Waterhouse, Eric
Zeimet, Paul
Anderson, Angela
Bauer, Diann
Buechel, Matthew
Bybee, Robert
Cadotte, Daniel
Cavender, Cheri
Cody, Kelly
Dolan, Marion

Donison, Brian Lee
Ellis, Matthew Franklin
Lockyer-Bratton, Kathleen
McFadden, Matthew
Meyer, Philip
Romo-Thompson, Cecilia
Ross, Alexander
Witgen, Scott
Collins, David
Tillman, Jamie
Canada, Winnifred
Zucconi, Kara
Wooten, Anthony
Caldwell, Joshua

Exhibit B
Description of Acquired Assets

“**Acquired Assets**” means all assets shown on the Closing Balance Sheet, and, whether or not so shown, all of the following assets, properties and rights of Seller, in each case excluding the Excluded Assets:

1. All tangible personal property exclusively related to research and development, marketing and administrative functions of the Line of Business or used exclusively by employees of the Line of Business who shall be employed by Buyer after giving effect to the transactions contemplated hereby;
2. All tangible personal property related to research and development, marketing and administrative functions of the Joint Business (defined below) or used by employees who perform services in connection with the Joint Business who shall be employed by Buyer after giving effect to the transactions contemplated hereby;
3. Wherever located, all inventory to the extent exclusively related to the Line of Business;
4. All prepaid accounts, accounts receivable and deposits associated with the Line of Business;
5. All prepaid accounts and deposits used by the Seller that are not used solely in the business of creating, publishing, marketing, distributing or supporting the ACT! product line (the “**Joint Business**”);
6. A list of customers and partners of the Line of Business (each to be provided electronically at the Closing);
7. All rights under each contract, agreement, assignment, lease, sublease, license, sublicense, settlement agreement, consent decree, stipulation, promissory note, evidence of indebtedness, loan agreement, indenture, security agreement or other contract or commitment (whether written or oral), including any amendment, supplement or other modification thereto (each, a “**Contract**”), to which Seller is a party exclusively related to the Line of Business (collectively, “**Transferred Contracts**”), including without limitation, and whether or not such Contract relates exclusively to the Line of Business, the contracts related to the Joint Business and those listed on a schedule attached hereto captioned “**Transferred Contracts Schedule**”;
8. Any Contract relating to both the Line of Business and another product line of Seller (the “**Joint Contracts**”) (including without limitation those listed on the Transferred Contracts Schedule under the “Joint Contract” heading), provided that such Joint Contracts are assigned to, and the rights related thereto are transferred and the obligations thereunder are assumed by, Buyer only as to those provisions relating to the Line of Business or otherwise necessary for the ongoing operation of the Line of Business on and after the Closing Date as conducted by Seller prior to the Closing Date. The Joint

Contracts shall be deemed Transferred Contracts solely for those portions assumed by Buyer; provided, that to the extent that the partial assignment shall require the consent of any other party which is not obtained (or in the event that any of the same shall be nonassignable), the assignment or other transfer of such rights shall be subject to Section 7.05 of this Agreement;

9. All claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment to the extent exclusively related to the Line of Business or the Joint Business;
10. All Intellectual Property exclusively related to the Line of Business or the Joint Business, goodwill associated with the Line of Business, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;
11. All franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies to the extent exclusively related to the Line of Business or the Joint Business; and
12. All books, records, ledgers, files, documents, correspondence, lists, architectural plans, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials of the Seller to the extent exclusively related to the Line of Business or the Joint Business.

Transferred Contracts Schedule

Transferred Contracts include:

Contract Name or Purpose	Other Party	Effective Date
OEM – OEM Partner Agreement with Reseller Option	ACS Financial Solutions	06/30/00
SL&MSA – "Agreement" for license and maintenance of Software	ADP, Inc. – NJ	03/24/99
OEM Partner Agreement with Reseller Options	Affiliated Computer Services, Inc.	06/30/2000
WIN 32 Client/Server & WIN32 Local Openaccess OLE-DB SDK Agreement Annual Product License	Automation Technology, Inc. ("ATI")	02/28/2001
OEM – OEM License Agreement with Hosting and Stand Alone Options	Baetis, Inc.	09/30/2000
SLX Agreement	Best Software of California, Inc.	5/19/00
VAR – No-Nonsense VAR Agreement	Borland Software Corp.	09/10/1996 (agreement) 03/17/2001 (amendment 3)
Software License Agreement	Cabot Corporation	12/22/2000

Contract Name or Purpose	Other Party	Effective Date
OEM – OEM Partner Agreement with Reseller Option	Cedar Group US, Inc.	03/31/2001
Consulting	Colonial Life and Accident Insurance	01/24/2002
OEM – OEM License Agreement	Crystal Decisions	07/01/2002
OEM Partner Agreement with Reseller Option	Crystal Decisions Inc. (previously Seagate Software)	06/30/2000
OEM – OEM Partner Agreement with Reseller Option	Data Systems Analysts, Inc. (DSA Inc.)	05/04/2001
OEM – ASP License Agreement	Delinea Corp.	09/29/2000
MSA – Software Maintenance and Technical Support Agreement	Dictaphone	“the day and year the Software [was] shipped to Customer by Interact Commerce
SLA – Software License Agreement	DoubleClick	09/30/1998
Flexsafe Escrow Agreement	DSI Technology Services, Inc.	04/18/03
Safe Escrow Agreement	DSI Technology Services, Inc. (formerly, Data Securities International, Inc.)	03/14/97
License Agreement for use of the dtSearch Text Retrieval Engine	dtSearch	04/07/2003
Consulting – Master Co-Services Agreement	Endeavor Commerce	12/16/2002
Agreement for Purchase and Sale of Assets	Endeavor Consulting Group, LLP	02/07/2002
	Essential Solutions LLC	
OEM – SalesLogix Corporation OEM Partner Agreement with Reseller Option	Exact Software North America (Previously known as Macola Software)	01/21/2000
OEM – Original Equipment Manufacturer (OEM) Agreement	Expandable Software	10/17/2001
OEM – OEM Partner Agreement with Reseller Option	Finmatica (Trend)	11/01/2000
OEM – OEM Partner Agreement with Reseller Option	Foresight Solutions, Inc.	09/28/2000
OEM – OEM Partner Agreement with Reseller Option	Friedman Corp.	01/23/2001
MSA – Software Maintenance and Technical Support Agreement	Frito-Lay, Inc. (PepsiCo.)	“Day and year the Software [was] shipped to Customer by Interact Commerce”
SL&MSA – Software License, Software Maintenance and Technical Support Agreement	Goldman Sachs	“the day and year the Software [was] installed by Customer who will

Contract Name or Purpose	Other Party	Effective Date
		report such date to Interact Commerce"
Consulting – Schedule A Task Order 7054A	Hartford Life Simsbury, CT	09/30/2002
Development Agreement	Himalaya Software LLC	04/08/2002
SLA	ING North America Ins. Corp. (agreement under Aetna Life Insurance Company)	03/31/1999
Software Development and License Agreement	MacDonald Consulting	04/25/2003
OEM	Made2Manage Systems, Inc.	07/02/2000
OEM	Mapics Inc.	03/01/2001
Consulting	PepsiCo	11/12/02
OEM	Press Access, Inc.	03/15/00
Master License Agreement	Prudential Insurance Company of America	01/03/01
Consulting	Pulte Homes, Inc.	11/1/99
(License Developer's Kit)	Pumatech Inc.	04/14/98
MSA	Safety-Kleen	30 days after shipment.
License Agreement	Sales Performance International (Solution Selling, Inc.)	05/22/2003
Distributor	SalesPath Corp.	05/05/03
License (Migrate & Integrate)	Scribe	07/27/99
OEM (ASP & Reseller)	Selling Assistant, Inc.	12/09/00
Maintenance & Support Agreement	Sequiter Software Inc.	01/01/2000
OEM (ASP & Reseller)	Synergex	12/01/99
Topic OEM Agreement	Verity, Inc.	
OEM	Vineyardsoft	11/03/02
Consulting	Vital Processing Services	
Consulting (Master Services)	Washington Mutual	
Concurrent User Subscription Agreement (Professional Meeting Center)	WebEx Communications, Inc.	03/04/03
Concurrent User Subscription Agreement (Professional Training Center)	WebEx Communications, Inc.	05/31/03
Sublease Agreement	AMPS Wireless Data, Inc.	03/01/02
Customer Agreement	Iron Mountain Off-Site Data Protection, Inc.	08/01/02
Office Lease	Nationwide Realty Investors, Ltd.	8/1/03
Office Lease Agreement	Opus West Corporation	11/01/99
IS contract	AT&T	
IS contract	Qwest	
Company anti-virus	Symantec	
Company tape library	ADIC	

Contract Name or Purpose	Other Party	Effective Date
M&S space planning software used by corp. facilities	Giza	
Microsoft Enterprise Agreement Microsoft Select 6 Standard Enrollment Acceptance (6185971) & (6875771)	MSLI, GP	03/28/02
M&S contract on IS firewall	Nokia	
M&S on server battery back-up	Liebert	

Joint Contracts include:

Contract Name or Purpose	Other Party	Effective Date
Net-Net Agreement	America West Airlines	08/01/03
Corporate Travel Agreement	American Airlines	06/18/03
Agreement with MMD (matter 2302)	Best Software of California, Inc.	4/1/2002
Deru Communications Services Agreement	Deru Communications Corporation	09/12/02
Independent Contractor Temporary Services Agreement	Matrix Resources, Inc.	June 11, 2003
Microsoft Independent Software Vendor Royalty License and Distribution Agreement	MSLI, GP	02/15/2001
Master Value Added Reseller Agreement	Praxi Solutions, Inc.	07/01/02
Agreement Governing Trans-Border Data Flows	Sage (UK) Limited	01/14/03
Development Co-operation Agreement	Sage Technologies Limited (formerly Drenmore Services Limited)	10/01/01
Royalties for Preexisting Intellectual Property Agreement	Sage Technologies Limited (formerly Drenmore Services Limited)	10/01/01

Exhibit C
Description of Excluded Assets

The term “**Excluded Assets**” shall include the following assets of Seller:

1. Insurance policies and claims thereunder;
2. Those assets listed on the “Interact Commerce Corporation Balance Sheet after Product Split as of June 30, 2003,” attached to this Agreement as Exhibit C-1, as the same shall be updated as of the Closing Date in the same manner as, and in accordance with the terms and conditions applicable to, the Closing Balance Sheet, and which shall be attached to this Agreement as part of Exhibit J;
3. Rights of Seller under this Agreement, as the same may be amended;
4. Any land or buildings of Seller;
5. Notwithstanding any provision in this Agreement to the contrary, any Contract to which Seller is a party exclusively used outside the Line of Business (except for any Contract listed on the Transferred Contracts schedule above or any Contract related to the Joint Business), and any Contract which may be a Joint Contract but is listed on a schedule attached hereto captioned “**Excluded Contracts Schedule**” (collectively, the “**Excluded Contracts**”);
6. All of Seller’s assets that Seller has not used in the Line of Business or the Joint Business; and
7. The corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relation to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance and existence of the Seller as a corporation.

Excluded Contracts Schedule

Contract Name or Purpose	Other Party	Effective Date
Volume License Agreement	Concur Technologies, Inc.	3/30/99

Exhibit C-1

**Interact Commerce Corporation
Balance Sheet after Product Split
As of June 30, 2003**

ASSETS

Total Checking-Operating Account	7,726,055.44	Cash
Total Current Tax Payable - FAS 109	8,476,654.30	Federal & State Tax Asset - Current
Total Current Deferred Tax - FAS 109	1,105,670.00	Federal & State Deferred Tax Asset - Current
Total Current Assets	17,308,379.74	
* Total Intercompany Note Receivable	7,476,661.85	See Note A for Note Receivable details
* Total Intercompany - Elimination at Sage	1,600,303.46	Transactions with other Sage opcos, net owed position
Total Noncurrent Deferred Tax - FAS 109	23,377,279.00	Federal & State Long Term Deferred Tax Asset
Purchase price of ACT/SLGX	316,283,025.00	Paid by SBD, MMD, Installment receivable
Total Assets	366,045,649.05	

LIABILITIES & STOCKHOLDERS' EQUITY

Total Accrued Expenses	101,791.78	Accrued amount for expected future tax payments
* Total Intercompany - Elimination at IACT	2,202,777.57	UK purchase acctg goodwill computation net wash
Total current liabilities	2,304,569.35	
Total Intercompany Debt	46,226,849.32	See Note B for Note Payable details
Total Liabilities	48,531,418.67	

Stockholders' Equity

Total Share Premium - Sage Group purchase	306,855,920.03	Offset to goodwill established at UK purchase acctg
Total Tax APIC	3,535,766.00	Additional Paid in Capital related to stock options
Total Dividend Paid	(10,000,000.00)	Cash dividend paid back to parent company
Total Retained Earnings	17,122,544.34	Interact R/E - tie to original 6/30/03 balance sheet, DOM
Total Stockholders' Equity	317,514,230.37	
Total Liabilities & Stockholders' Equity	366,045,649.04	

Note A - Notes Receivable

UNK \$2,919,759.08

UNK note 1 org amt \$2,042,416.66 - term 8 years starting Sep 2001 at 8% interest

UNK note 2 org amt \$ 400,000.00 - term 5 years starting Oct 2001 at 5% interest

UNK note 3 org amt \$ 146,430.00 - term 5 years starting Dec 2001 at 5% interest

GRM \$1,063,644.89

GRM note 1 org amt \$ 933,156.40 - term 10 years starting Sep 2001 at 8% interest

AUS \$2,733,257.73

AUS note 1 org amt \$2,614,340.39 - term 5 years starting Sep 2001 at 8% interest

SNG \$ 760,000.15

SNG note 1 org amt \$ 666,762.97 - term 5 years starting Sep 2001 at 8% interest

Note B - Note Payable

BSOC \$46,226,849.32

BSOC Note org amt \$50,000,000.00 - term indefinite starting May 2001 at 6% interest rate

* current intention of the Group is that these balances will be eliminated prior to the Closing

Exhibit D
Description of Assumed Liabilities

“Assumed Liabilities” means the following, and only the following, specific liabilities that the Seller has or may have, in each case excluding the Excluded Liabilities:

1. Liabilities existing immediately prior to the Closing to the extent reflected as a liability on the Closing Balance Sheet or reserved for in an identified reserve on such Closing Balance Sheet;
2. All liabilities and obligations (other than Excluded Liabilities) arising under the Transferred Contracts, subject to the provisions relating to Joint Contracts on Exhibit B;
3. All paid time off for Transferred Employees;
4. Any liability or obligation arising out of or in any way relating to or resulting from any product relating to the Line of Business sold on or prior to the Closing Date (including any liability for product returns or for claims made for injury to person, damage to property or other damage, whether made in product liability, tort, breach of warranty or otherwise);
5. Any liability with respect to any claim asserted relating to the Line of Business after the Closing Date where the conduct giving rise to such claim first occurred prior to the Closing Date, including:
 - a. Any liability to a third party for infringement or other violation under Intellectual Property rights relating to the Line of Business, including, but not limited to, claims arising out of the manufacture, use, offer for sale, import or sale of goods, devices or apparatus, the performance of any process or services, or the copying, modifying, distributing, performing or displaying of any work or mask work, to the extent such claims relate to events, circumstances, conduct or transactions occurring or existing at or prior to the Closing Date and relating to the Line of Business;
 - b. Liabilities for any violation of or failure to comply with any law, statute, ordinance, regulation judgment or decree relating to the Line of Business;
6. Fifty percent (50%) of any liability with respect to any claim asserted relating to the Joint Business after the Closing Date where the conduct giving rise to such claim first occurred prior to the Closing Date, including:
 - a. Any liability to a third party for infringement or other violation under Intellectual Property rights relating to the Joint Business, including, but not limited to, claims arising out of the manufacture, use, offer for sale, import or sale of goods, devices or apparatus, the performance of any process or services, or the copying, modifying, distributing, performing or displaying of any work or mask work, to the extent such claims relate to events, circumstances, conduct or transactions occurring or existing at or prior to the Closing Date and relating to the Joint Business;

- b. Liabilities for any violation of or failure to comply with any law, statute, ordinance, regulation judgment or decree relating to the Joint Business;
7. Any liability relating to the Line of Business with respect to any suit, action, claim or proceeding pending against Seller to the extent any such suit, action, claim or proceeding exists on or prior to the Closing Date or relates to events, circumstances, conduct or transactions occurring or existing at or prior to the Closing Date or result from, arise out of, relate to, are in the nature of, or are caused by any breach of contract, breach of warranty, tort, infringement, violation of law, whenever occurring;
 8. Any other liability arising in connection with the Acquired Assets or the operation of the Line of Business;
 9. Fifty percent (50%) of any other liability arising in connection with the operation of the Joint Business;
 10. Fifty percent (50%) of any liability of Seller for any income, transfer, sales, use or other tax of any kind arising in connection with the consummation of the transactions contemplated hereby;
 11. Any liability of Seller for unpaid sales, use transfer, income, gross receipts, registration, franchise, excise, real and personal property, ad valorem, custom, documentary, stamp, duty, payroll, employments, unemployment insurance, social security, recording, net worth, capital, withholding, value-added, unitary, recapture, drawback, or other tax of any kind (with respect to the Line of Business), other than any tax paid out of the accrual kept with Seller per Exhibit C-1;
 12. Fifty percent (50%) of any liability of Seller for unpaid sales, use transfer, income, gross receipts, registration, franchise, excise, real and personal property, ad valorem, custom, documentary, stamp, duty, payroll, employments, unemployment insurance, social security, recording, net worth, capital, withholding, value-added, unitary, recapture, drawback, or other tax of any kind (with respect to the Joint Business), other than any tax paid out of the accrual kept with Seller per Exhibit C-1;
 13. Any liability for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby or for any breach or failure to perform any covenant or agreement contained in, or made pursuant to, this Agreement;
 14. Fifty percent (50%) of any liability for costs or expenses incurred on or prior to the Closing Date, relating to any contract related to the Joint Business; and
 15. Fifty percent (50%) of any obligation of Seller to indemnify any person by reason of the fact that such person was a director, officer, employee, or agent of seller or was serving at the request of Seller as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaws, agreement or otherwise).

Exhibit E
Description of Excluded Liabilities

“Excluded Liabilities” means:

1. The liabilities listed on the “Interact Commerce Corporation Balance Sheet after Product Split as of June 30, 2003,” attached to this Agreement as Exhibit C-1, as the same shall be updated as of the Closing Date in the same manner as, and in accordance with the terms and conditions applicable to, the Closing Balance Sheet, and which shall be attached to this Agreement as part of Exhibit J; and
2. The remaining fifty percent (50%) of any liability listed in Exhibit D for which Buyer is only assuming fifty percent (50%) of the liability.

Exhibit F
Promissory Note

Date of Note: October 1, 2003
Amount of Note: \$
Due Date: September 30, 2011
Interest Rate: 5.6% per annum (simple interest without compounding)

For value received, the undersigned, Best Software, Inc., a Virginia corporation ("**Maker**"), promises to pay Interact Commerce Corporation, a Delaware corporation, or order ("**Holder**"), at 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 or any other place as Holder may from time to time designate in written notice to Maker, the principal sum set forth above (i.e., the Amount of Note), and interest thereon calculated in accordance with provision therefor set forth below.

Interest will be calculated at the Interest Rate set forth above on the basis of a 360-day year for the actual number of days elapsed.

The principal shall be due and payable in full on the Due Date set forth above. Interest payments shall be due and payable within ten (10) business days of the end of each calendar quarter for the amount of interest that accrued during such quarter. All payments shall be made in lawful money of the United States of America.

This Note may be prepaid, in whole or part, at the option of the Maker at any time without penalty. Any payment made under this Note shall be credited first against interest then due and the remainder against principal, and the interest shall cease upon the principal so credited.

The Maker waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, and notice of dishonor. This Note is being delivered in and shall be construed in accordance with the laws of the State of Arizona.

If after default, Holder assigns counsel in connection with enforcement of this Note to collect the indebtedness represented by this Note or any part thereof at law, or in equity, bankruptcy, receivership, or other judicial proceeding, the Maker shall pay, in addition to the indebtedness payable hereon, reasonable attorneys' fees Holder actually incurred in such enforcement of this Note.

This Note, and the obligations and rights hereunder, shall be binding upon and inure to the benefit of the Maker, the Holder, and their respective heirs, successors and assigns. This Note is a binding obligation of the Maker, enforceable in accordance with the terms hereof, and has been duly authorized by all required corporate action and the issuance of this Note does not conflict with the terms of any agreement or instrument to which the Maker may be a party or be bound. Changes in and additions to this Note may be made or compliance with any term, covenant, agreement, condition, or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Maker and the Holder.

Maker:

Best Software, Inc.

By: _____
Timothy M. Leyden
Senior Vice President, Finance and
Chief Financial Officer

Exhibit G
Bill of Sale and General Assignment of Assets

Interact Commerce Corporation, a Delaware California corporation having a place of business at 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 (“**Seller**”), pursuant to that certain Purchase Agreement dated as of October 1, 2003 (the “**Purchase Agreement**”), by and between Seller and Best Software, Inc., a Virginia corporation, having a place of business at 888 Executive Center Drive West, Suite 300, St. Petersburg, FL 33702 (“**Buyer**”), for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver to Buyer, its successors and assigned, all right, title and interest in and to all of the assets listed on Exhibit B attached to the Purchase Agreement (the “**Acquired Assets**”), other than the assets listed on Exhibit C attached to the Purchase Agreement (the “**Excluded Assets**”).

TO HAVE AND TO HOLD all of the properties, assets and rights granted and transferred hereby, with the appurtenances thereof, unto Buyer, its successors and assigns forever, to it and for their own use and benefit.

Seller for itself and its successors and assigns, does hereby covenant with Buyer, its successors and assigns, that, in order to more effectively convey, transfer, assign, vest, perfect or confirm in Buyer, Seller and its successors and assigns will, on or after the date hereof and without further consideration, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, bills of sale, transfers, consents, assurances, releases, assignments and conveyances (including, but not limited to, assignments to be filed with the United States and foreign copyright and trademark offices), powers of attorney, conveying and confirming unto Buyer, its successors and assigns, all and singular, the Acquired Assets hereby granted, sold, assigned, transferred, conveyed and delivered as Buyer, its successors or assigns, shall reasonably require.

This Bill of Sale and General Assignment of Assets may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

All of the provisions of this Bill of Sale and General Assignment of Assets shall be subject to and governed by the terms and conditions of the Purchase Agreement.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

Dated: October 1, 2003

Interact Commerce Corporation

By: _____
James R. Eckstaedt
Executive Vice President, Finance and
Chief Financial Officer

Exhibit H
Assignment of Trademarks

WHEREAS, Interact Commerce Corporation, a Delaware corporation (“**Assignor**”) has adopted or intends to adopt and uses or intends to use in its business the marks (the “**Marks**”), itemized in a schedule attached hereto captioned the “**Assigned Marks Schedule**” and owns the registrations and applications for the Marks in the United States Patent & Trademark Office as set forth in the Assigned Marks Schedule; and

WHEREAS, Assignor wishes to transfer all right, title and interest in and to the Marks, including the U.S. registrations thereof and applications to register the Marks, together with the goodwill symbolized by the Marks or to be symbolized by the Marks, in connection with the sale of assets, properties and rights of the business with respect to which the Marks are used by Best Software, Inc., a Virginia corporation, having a place of business at 888 Executive Center Drive West, Suite 300, St. Petersburg, FL 33702 (“**Assignee**”); and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks, as aforesaid, including the registrations and applications to register the Marks, together with the goodwill symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee, Assignor’s entire right, title and interest in and to the Marks and the registrations and applications to register thereof, and all associated goodwill.

The Assistant Commissioner for Trademarks is requested to record this Assignment of Trademarks and Registrations in the files of the Marks.

Dated: October 1, 2003

Interact Commerce Corporation

By: _____
James R. Eckstaedt
Executive Vice President, Finance
and Chief Financial Officer

Assigned Mark Schedule

[attached hereto]

Interact Commerce Corp

Trademark Report by Mark
 Status: ACTIVE
 Mark: SALESLOGIX™

Printed: 9/30/03

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SALESLOGIX							
ARGENTINA	002507AR	4/20/01	2335587			PENDING	9
ARIPO	53506.023800	6/7/01	2001/09859			PENDING	9
AUSTRALIA	1830/981134	4/7/98	759172	4/7/98	759172	REGISTERED	9
BOLIVIA	53506.023500	6/8/01	SM-1953-01	8/23/02	87995-C	REGISTERED	9
BRAZIL	1830/002503	7/26/01	823652114			PENDING	
CANADA	53506.011700	5/18/01	1,103,342	2/28/03	TMA576,539	REGISTERED	9
CHILE	53506.028800	6/7/01	530.759	11/29/01	611.045	REGISTERED	9
CHINA	53506.014800	4/19/01	2001062512			PENDING	9
COLOMBIA	53506.026000	12/11/01	T2001/105785			PENDING	9
ECUADOR	002392EC	6/6/01	114413	4/10/02	17420	REGISTERED	9
EUROPEAN UNION (CT	002501EU	4/18/01	2180404	6/14/02	2180404	REGISTERED	9
FRANCE	002508FR					PROPOSED	
GERMANY	990071DE	3/29/99	39918415.309	5/3/99	39918416	REGISTERED	9
GUYANA	002391GY					PROPOSED	9
HONG KONG	53506.011500	5/3/01	6783/2001			PENDING	9
HONG KONG	53506.011500new	9/6/03	300075078			PENDING	009
INDIA	53506.021500	4/30/01	1006308			PENDING	9
ISRAEL	010166IL	4/18/01	148422	6/4/02	148422	REGISTERED	9
JAPAN	002513JP	4/12/01	33863/2001	6/7/02	4574540	REGISTERED	9
MALAYSIA	53506.014500	5/15/01	2001-06036			PENDING	9
MEXICO	002516MX	6/28/01	493200	8/28/01	711907	REGISTERED	9
NETHERLANDS	002517NL					PROPOSED	
NEW ZEALAND	53506.014600	5/2/01	637138	11/9/01	637138	REGISTERED	9
NORWAY	002519NO	4/18/01	200104993	11/15/01	211778	REGISTERED	9
PERU	002393PE	6/28/01	130712	9/12/01	074828	REGISTERED	9
POLAND	53506.023700	6/27/01	Z-237462			PENDING	9
SINGAPORE	53506.021600	4/12/01	T01/05242D	12/4/01	T01/05242D	REGISTERED	9
SOUTH KOREA	53506.011800	4/19/01	2001-16714			PENDING	9
SPAIN	002521ES					PROPOSED	
SURINAME	53506.017000	5/18/01	17839	6/18/01	17839	REGISTERED	9
SWEDEN	1830/002502	3/17/99	99-2188	9/15/00	340528	REGISTERED	9
SWEDEN	002522SE					PROPOSED	
SWITZERLAND	002523CH	4/24/01	490435	10/17/01	490.435	REGISTERED	9
TAIWAN	53506.016000	4/18/01	90014228			PENDING	9

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>SALESLOGIX continued . . .</i>							
THAILAND	002525TH					PROPOSED	
UNITED KINGDOM	002526GB					PROPOSED	
UNITED STATES	1830/001672	2/16/96	75/058,894	5/5/98	2,155,324	REGISTERED	9
URUGUAY	002397UY	6/7/01	331925	10/31/01	331925	REGISTERED	9
VENEZUELA	53506.028300	6/11/01	9990/2001			PENDING	
SALESLOGIX & Design							
ARGENTINA	002561AR	4/20/01	2335586			PENDING	9
ARIPO	53506.013000	6/7/01	2001/09857			PENDING	9
AUSTRALIA	002556AJ	10/17/01	892944	9/23/02	892344	REGISTERED	9
BOLIVIA	53506.011100	6/8/01	SM-1952-01			PENDING	9
BRAZIL	1830/002557	7/26/01	823614093			PENDING	
CANADA	53506.022400	5/18/01	1,103,341	2/26/03	TMA576,538	REGISTERED	9
CHILE	53506.026200	1/23/02	556.221	6/24/02	633.767	REGISTERED	9
CHINA	53506.026100	4/19/01	2001062511			PENDING	9
COLOMBIA	53506.014700	12/11/01	T2001/105786	8/28/02	259849	REGISTERED	9
ECUADOR	002440EC	6/6/01	114411	4/10/02	17419	REGISTERED	9
EUROPEAN UNION (CT	53506.026500	4/18/01	2180438	8/6/02	2180438	REGISTERED	9
GUYANA	002441GY					PROPOSED	9
HONG KONG	53506.025800new	9/8/03	300075087			PENDING	009
HONG KONG	53506.025800	5/3/01	6782/2001			PENDING	9
INDIA	53506.025700	4/30/01	1006307			PENDING	9
ISRAEL	53506.022700	4/18/01	148423	8/4/02	148423	REGISTERED	9
MALAYSIA	53506.022100	5/15/01	2001-06035			PENDING	9
MEXICO	1830/002570	6/29/01	493201	4/29/02	743150	REGISTERED	9
NEW ZEALAND	002572NZ	5/2/01	637139	11/9/01	67139	REGISTERED	9
NORWAY	002573NO	4/18/01	200104995	11/15/01	211779	REGISTERED	9
PERU	002442PE	6/28/01	130713	9/13/01	074975	REGISTERED	9
POLAND	53506.013200	6/8/01	Z-236731			PENDING	
SINGAPORE	53506.031900	4/12/01	T01/05241F	4/12/01	T01/05241F	REGISTERED	9
SOUTH KOREA	53506.022000	4/19/01	2001-16715			PENDING	9
SURINAME	53506.013100	5/18/01	17840	6/18/01	17840	REGISTERED	9
SWITZERLAND	1830/002577	4/24/01	490.466	11/24/01	490.466	REGISTERED	9
TAIWAN	53506.031700	4/16/01	90014229	7/16/02	1007128	REGISTERED	9
THAILAND	002579TH					PROPOSED	
URUGUAY	002419UY	6/7/01	331923	10/31/01	331923	REGISTERED	9
VENEZUELA	53506.028300A	6/18/01	206984	8/28/02	259848	REGISTERED	

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SALESLOGIX Design Element Only							
JAPAN	53506.028700	10/28/02	90912/2002			PENDING	009
SALESLOGIX/SalesLogix							
UNITED KINGDOM	990073GB	4/6/99	2193616	4/6/99	2193616	REGISTERED	9

END OF REPORT

TOTAL ITEMS SELECTED = 71

Exhibit I
Assumption of Liabilities Agreement

This Assumption of Liabilities Agreement (this "**Agreement**") is dated as of October 1, 2003, and entered into by and between Best Software, Inc., a Virginia corporation, having a place of business at 888 Executive Center Drive West, Suite 300, St. Petersburg, FL 33702 ("**Buyer**"), and Interact Commerce Corporation, a Delaware corporation having a place of business at 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 ("**Seller**"). Buyer and Seller are sometimes referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of October 1, 2003 (the "**Purchase Agreement**"), which provides, among other things, for the sale, transfer and assignment of certain assets (the "**Acquired Assets**" as defined in the Purchase Agreement);

WHEREAS, by Bill of Sale and General Assignment of Assets dated as of October 1, 2003, and executed and delivered by Seller to Buyer simultaneously herewith pursuant to the Purchase Agreement (the "**Bill of Sale**"), Seller is selling, transferring, conveying, assigning and delivering the Acquired Assets in accordance with the terms and provision of the Purchase Agreement;

WHEREAS, by the Bill of Sale, Buyer, for itself and its successors and assigns, is purchasing the Acquired Assets; and

WHEREAS, Buyer desires to assume certain of the liabilities and obligations of Seller in accordance with the terms and provisions of the Purchase Agreement and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the purchase price and other consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assumption of Liabilities. Pursuant to the Purchase Agreement, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge the Assumed Liabilities (as defined in the Purchase Agreement) and excluding therefrom, without limitation, the Excluded Liabilities (as defined in the Purchase Agreement).
2. Defenses, Setoffs and Counterclaims. Nothing herein shall be deemed to deprive Buyer of any defense, setoff or counterclaim which Seller may have had or which Buyer shall have with respect to any of the Assumed Liabilities (the "**Defenses and Claims**"). Seller hereby transfers, conveys and assigns to Buyer all Defenses and Claims, and agrees to the extent reasonably requested by Buyer, to assist Buyer in maintaining, securing, perfecting, contesting and enforcing such Defenses and Claims.

3. General.

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of California without giving effect to principles governing conflicts of laws.

(b) This Agreement, and the covenants and agreements herein contained, shall be enforceable against, binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

(c) This Agreement may not be modified or amended, nor may any right hereunder be waived, except in a writing signed by the parties hereto.

(d) Nothing in this Agreement will, or will be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. This Agreement shall be construed and interpreted in accordance with the Purchase Agreement and, in the event of any conflict between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Interact Commerce Corporation

Best Software, Inc.

By: _____

James R. Eckstaedt
Executive Vice President, Finance
and Chief Financial Officer

By: _____

Timothy M. Leyden
Senior Vice President, Finance and
Chief Financial Officer

Exhibit J
Closing Balance Sheet

[attached hereto]

ASSETS

Checking-Operating Account:

000-100220-1000 CC Rec-SLX	201,580.15
000-100220-E675-ePayments	29,184.00
Total Checking-Operating Account	230,764.15

Accounts Receivable:

000-100200-1010 Accounts Receivable-BP	3,414,068.90
000-100200-1020 Accounts Receivable-Direct	2,045,943.53
000-100200-1040 Accounts Receivable-OEM	224,873.54
000-100200-1060 Accounts Receivable-PP	(337.90)
000-100200-1070 Accounts Receivable-TP	(169.53)
000-100200-3000 Accounts Receivable-TM	37,550.21
000-100200-O800 Accounts Receivable-Other	21,794.54
000-100298-P700 Allowance Doubtful Accts-SLX/TM	(715,580.31)
000-100298-W600 Allowance Doubtful Accts-W/O Function	(11,174.94)
000-100299-0001 Allowance Returns Reserve - SLX	(20,832.36)
Total Accounts Receivable	4,996,135.68

Inventory:

000-100300-1000 Corporate-Inventory-SLX	75,547.49
000-100301-1001 Excess/Obsolete Inv-SLX	(32,478.26)
Total Inventory	43,069.23

Other Current Assets:

000-100200-R300 Accounts Receivable-Reimb Exp	2,542.46
000-100401-0001 Due From Endeavor-DOM	11,465.02
000-100404-0001 Due From Employee-DOM	(1,513.49)
000-100405-0001 Sales Tax Receivable-DOM	23,686.85
000-100410-0001 Due from Landlord	118,106.47
000-100415-0001 Prepaid Expenses-DOM	18,440.67
000-100415-A070 Prepaid Expenses-Advertising	34,850.00
000-100415-I610 Prepaid Exp-Insight Conference	33,350.00
000-100415-I620 Prepaid Expenses-Insurance	125,587.15
000-100415-S800 Prepaid Expenses-Support Contract	216,041.61
Total Other Current Assets	582,556.74

Prepaid Royalty:

000-100420-D880 Prepaid Royalty-dtSearch	14,992.50
Total Prepaid Royalty	14,992.50

Total Current Assets**5,867,518.30****Plant & Equipment**

PP&E:	
000-100500-C325 Fixed Assets - Owned-Comp Equip	5,607,966.13

TRADEMARK 

REEL: 003311 FRAME: 0034

000-100500-F700 Fixed Assets - Owned-F&F	2,426,632.29
000-100500-L400 Fixed Assets - Owned-Leasehold Imp	249,682.59
000-100500-O300 Fixed Assets - Owned-Office Equip	1,509,774.82
000-100500-S500 Fixed Assets - Owned-Software	2,526,439.50
Total PP&E	12,320,495.33

Less: Accumulated Depreciation:

000-100501-C325 Accumulated Deprec.-Owned-Comp Equip	(5,178,178.57)
000-100501-F700 Accumulated Deprec.-Owned-F&F	(1,843,949.90)
000-100501-L400 Accumulated Deprec.-Owned-Leasehold Irr	(249,682.59)
000-100501-O300 Accumulated Deprec.-Owned-Office Equip	(1,511,267.08)
000-100501-S500 Accumulated Deprec.-Owned-Software	(1,995,258.99)
Total Less: Accumulated Depreciation	(10,778,337.12)

Total Net Plant & Equipment 1,542,158.21

Intangible Assets From Acquisition:

000-100400-M415 Other Current Asset-Merger Acctg	154,748,566.00
Total Intangible Assets From Acquisition	154,748,566.00

Other:

000-160000-0001 Other Assets-DOM	140,406.17
000-160060-P616 Corporate - Due From Praxi	952.06
Total Other	141,358.23

Intercompany - Elimination at Sage:

000-170000-0101 Intercompany-A/R Sage US	145,600.63
000-170000-0102 Intercompany-EXP SAGE US	(450,439.46)
Total Intercompany - Elimination at Sage	(304,838.83)

Intercompany - Elimination at IACT:

000-170000-0300 Intercompany-SPD	(3,031.00)
000-170000-0300 Intercompany-NPD	43,956.48
Total Intercompany - Elimination at IACT	40,925.48

Total Assets 162,035,687.39

LIABILITIES & STOCKHOLDERS' EQUITY

Accounts Payable:

000-200000-0001 Accts Pay-DOM	434,091.57
Total Accounts Payable	

Accrued Expenses:

000-200050-U400 EE Benefit WHH-Unreimb Medical	2,307.36
000-210060-0001 Sales & Use Tax Payable-SLX	52,193.73
000-210060-A555 AZ Use Tax Payable	1,586.28
000-220000-0001 Accrued Expenses-DOM	471,055.63
000-220000-A050 Accrued Expenses-Acctg Accrual	212,400.00
000-220000-A052 Accrued Expenses-Accrued Mo Rev	673,966.50
000-220000-A550 Accrued Expenses-A/R Holding	56,202.81

Caplan
4/22

000-220000-B400 Accrued Expenses-Bonuses	466,357.15
000-220000-C320 Accrued Expenses-Commissions	344,311.89
000-220000-C340 Accrued Expenses-Concur	56,625.30
000-220000-C600 Accrued Expenses-Co-op SLGX	291,108.67
000-220000-D175 Accrued Expenses-Data Conversion QS	7,477.91
000-220000-S600 Accrued Expenses-Other Accrual	17,073.33
000-220025-B405 Accrued Royalties-Borland	20,510.00
000-220025-C400 Accrued Royalties-Crystal/Seagate	60.00
000-220025-M090 Accrued Royalties-MacDonald Cnslt	5,937.50
000-220025-M375 Accrued Royalties-MS Sql Svr Lic	146,040.00
000-220025-P800 Accrued Royalties-Puma	10,000.00
000-220025-S090 Accrued Royalties-SalesPathCorp	6,285.77
000-220025-S200 Accrued Royalties-Scribe	9,166.63
000-220025-V400 Accrued Royalty-Vineyardsoft	35,394.55
000-220030-0001 Accrued Salaries-DOM	337,898.69
Total Accrued Expenses	3,223,959.70

Restructuring Accrual:

000-220005-0001 Restructuring - A-DOM	326,170.00
Total Restructuring Accrual	326,170.00

Deferred Revenue:

000-250000-1705 Def Rev-PSG	84,259.67
000-250000-1730 Def Rev-Training	34,234.86
000-250000-3000 Def Rev M&S, Svcs TM	6,251.35
000-250000-M100 Def Rev-Maintenance	591,695.84
000-250000-M101 Def Rev-Maintenance Add On	331,653.82
000-250000-M102 Def Rev-Maintenance Renewal	2,818,229.05
000-250000-R320 Def Rev-Remote Sys Admin	488.88
000-250000-S798 Def Rev-Support	561,716.82
000-250000-S799 Def Rev-Support Add-on	275,694.60
000-250000-S800 Def Rev-Support Renewal	2,105,871.75
000-250030-1000 Unearned Revenue-SLOB-SLX	35,115.68
Total Deferred Revenue	6,845,212.32

Total current liabilities

10,395,342.02

Deferred Rental Obligation:

000-280000-0001 Deferred Rent-DOM	93,757.08
Total Deferred Rental Obligation	93,757.08

Total Liabilities

10,489,099.10

Stockholders' Equity

Goodwill - Telemagic:

000-100400-t319 Corporate-OtherCurrAsset-TeleMagic	(6,207,131.00)
Total Goodwill - Telemagic	(6,207,131.00)

Spahr
APC

Total Stockholders' Equity (6,207,131.00)

Total Liabilities & Stockholders' Equity 4,281,968.10

PURCHASE PRICE CALCULATION:

TOTAL ASSETS	162,035,687.39
LESS TOTAL LIABILITIES	10,923,190.67
LESS TOTAL EQUITY	<u>(6,207,131.00)</u>
NET ASSETS - ACTUAL PURCHASE PRICE	<u>157,319,627.72</u>

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Exhibit J-1

**Interact Commerce Corporation
Balance Sheet after Product Split
As of September 30, 2003**

ASSETS

Total Checking-Operating Account	6,063,650.48	Cash
Total Current Tax Payable - FAS 109	6,193,217.61	Federal & State Tax Asset - Current
Total Current Deferred Tax - FAS 109	654,967.00	Federal & State Deferred Tax Asset - Current
Total Current Assets	12,911,835.09	
Total Intercompany Note Receivable	3,558,057.72	See Note A for Note Receivable details
Total Intercompany - Elimination at Sage	417,436.95	Transactions with other Sage opcos, net owed position
Total Intercompany - Elimination at IACT	404,659.05	UK purchase acctg goodwill computation net wash
Total Noncurrent Deferred Tax - FAS 109	23,058,401.00	Federal & State Long Term Deferred Tax Asset
Purchase price of ACT/SLGX	319,575,844.77	Paid by SBD, MMD, Installment receivable
Total Assets	359,926,234.58	

LIABILITIES & STOCKHOLDERS' EQUITY

Total Accrued Expenses	300,000.00	Accrued amount for expected future tax payments
Total current liabilities	300,000.00	
Total Intercompany Debt	45,999,999.50	See Note B for Note Payable details
Total Liabilities	46,299,999.50	

Stockholders' Equity

Total Share Premium - Sage Group purchase	306,855,920.03	Offset to goodwill established at UK purchase acctg
Total Tax APIC	3,535,766.00	Additional Paid in Capital related to stock options
Total Dividend Paid	(19,000,000.00)	Cash dividend paid back to parent company
Total Retained Earnings	21,866,308.25	Interact R/E
RE - Prior Period Adjustments - Group	368,240.80	
Total Stockholders' Equity	313,626,235.08	
Total Liabilities & Stockholders' Equity	359,926,234.58	

Note A - Notes Receivable

AUS \$2,784,612.72

AUS note 1 org amt \$2,614,340.39 - term 5 years starting Sep 2001 at 8% interest

SNG \$ 773,445

SNG note 1 org amt \$ 666,762.97 - term 5 years starting Sep 2001 at 8% interest

Note B - Note Payable

BSOC \$45,999,999.50

BSOC Note org amt \$50,000,000.00 - term indefinite starting May 2001 at 6% interest rate

Exhibit K
Exceptions Schedule

Section 4.03

Certain of the Transferred Contracts require notice to, or the consent of, the other party to the Transferred Contract in order to assign such contract to Buyer pursuant to the Agreement. These contracts have been noted on that certain document delivered to Buyer prior to the Closing, entitled Interact Commerce Corporation Contracts.

Section 4.05

Pending:

PartsBase, Inc. vs. Interact Commerce Corporation. Case No. 01-14046 CA 09, Circuit Court of the 11th Judicial Circuit, Miami-Dade County, Florida. Interact is represented by Friedman, Rosenwasser & Goldbaum of Boca Raton, Florida.

Threatened:

MS Technologies (formerly The Mad Science Group) was terminated as a business partner. MS Technologies' claims it has invested over two hundred thousand dollars into customizing/integrating software and has indicated that Interact is somehow responsible for MS Technologies inability to recoup its investment. Interact has requested clarification of the claim on several occasions. No specific demand has been received at this time.

Amazon.com claims Interact owes it \$20,000 for gift certificates that were ordered a couple of years ago in connection with a sales promotion. We have received demand letters on two separate occasions from two separate attorneys representing Amazon. In each case the attorney produced an agreement setting forth the arrangement between Interact and Amazon regarding the certificates. In both cases we have requested that they produce evidence that Interact took delivery of the certificates. No response to date.

Commercial Collection Consultants ("CCC") claims that Drew Advertising owes their client ("American Airlines") for advertisements published on our behalf. We are currently trying to determine if there is any documentation supporting the claim.

Section 4.08

Seller submitted an Employee Plans Compliance Resolution System Application and Self-Correction Program Submission to the Internal Revenue Service (the "Service") on December 31, 2002, covering its 401(k) plan, and is awaiting an acknowledgement letter from the Service in response to such submission.