

This CCH Axxess Master Agreement and any applicable Order Form(s) (this "Agreement") is made by and between CCH Incorporated, a Wolters Kluwer business ("CCH"), and Customer, and governs Customer's right to access and use the Application, effective as of the date Customer signs the Order Form for the Application or otherwise purchases or renews a Subscription to the Application. This Agreement will continue to govern any other Application(s) listed on any future Order Forms, subject to Section 11.1 hereof.

1. DEFINITIONS. Capitalized terms used but not defined elsewhere in this Agreement shall have the respective meanings set forth below:

- 1.1. **"Affiliate"** means with respect to an entity party to this Agreement, any entity which, directly or indirectly, controls, is controlled by or is under common control with such party, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.
- 1.2. **"Application"** means the CCH Axxess application(s) listed on an Order Form, as such application(s) may be updated from time to time by CCH in its sole discretion.
- 1.3. **"Authorized User"** means an individual in Customer's company or practice who is authorized by Customer to access or use the Application and who is covered by an appropriate Subscription hereunder. An Authorized User must be a full-time or part-time employee (but may be a contract/temporary employee) working for Customer primarily out of the Designated Office(s) (including remote users assigned to the Designated Office(s)) for the purpose of assisting Customer in its day-to-day business activities. Authorized User also includes third party contractors, consultants or vendors used by Customer for staff augmentation purposes who, in each case, have been provided an individual named user account by Customer through the staff grouping and permissions functionality of the Application and who otherwise comply with all obligations and requirements of Authorized Users under this Agreement. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement, including subsection 2.5 hereof.
- 1.4. **"Client"** means to the extent Customer is a CPA firm, any third-party client of Customer that has entered into a direct agreement with Customer for tax and/or accounting services.
- 1.5. **"Customer"** means the person or entity identified as the customer on the Order Form(s). The term "Customer" can also include an Affiliate of the primary Customer, provided that such Affiliate is specifically named as a covered entity on the applicable Order Form.
- 1.6. **"Designated Office(s)"** means the site(s), location(s), and/or address(es) for which Customer purchases Subscriptions for the Application as identified in the Order Form(s).
- 1.7. **"Fees"** means the amounts payable by Customer to CCH under the Agreement.
- 1.8. **"Online Account"** means the authorized access to the Application as established by CCH for use by any particular Authorized User, and includes the controls, permissions, and data unique to such user.
- 1.9. **"Online Account Access Information"** means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.
- 1.10. **"Order Form"** means (i) a written order in a form approved by CCH and executed by Customer that provides for Customer's acquisition of Subscriptions to the Application, (ii) a written order in a form approved by CCH and accepted by Customer by execution thereof and/or payment therefor that provides for Customer's acquisition of any Subscriptions for additional Application(s); or (iii) any renewal form for Subscriptions sent to Customer by CCH under which Customer exercises its right to renew. All Order Forms incorporate and are subject to the terms and conditions of this Agreement.
- 1.11. **"Subscription"** means the rights granted to Customer by CCH to access and use the Application, pursuant to the terms of this Agreement.

The use of the word "including" means "including without limitation."

2. RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP

2.1. Right to Use.

- 2.1.1. **Grant of Right.** Subject to the terms and conditions of this Agreement, CCH grants to Customer a limited, revocable, nontransferable, nonexclusive right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal business use in conjunction with Customer's performance of tax and accounting services for Clients that are within the documented purpose(s) of the Application (i.e. for the CCH Access Tax Application, such services would mean the preparation and filing of tax returns for Clients), without any further right to access or use the Application in any manner. CCH reserves all rights in and to the Application not expressly granted in this Agreement. Without limiting the generality of the foregoing, the right to access and use the Application granted herein does not cover any underlying components of the Application, CCH's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by CCH for access by any Authorized User. In furtherance of the preceding, Customer acknowledges that (i) the Application is not purchased primarily for personal, family, or household purposes and (ii) the Application will be used for business purposes only.
- 2.1.2. **Authorized Users.** Customer shall purchase a Subscription for each Authorized User and shall not permit any person other than an Authorized User to use or access the Application. Customer shall cause each Authorized User to comply with the terms and conditions of this Agreement and shall remain directly responsible and liable to CCH for the acts and omissions of Authorized Users and for each Authorized User's compliance herewith.
- 2.1.3. **Clients.** Certain Applications may include functionality that is documented and intended to allow Clients to access Customer's Online Account to view data specific to such Client. Customer may provide such limited access to its Clients.
- 2.1.4. **Condition of Rights.** The rights granted to Customer under this Agreement are conditioned upon Customer's compliance with the terms of this Agreement, including the timely payment of all applicable Fees.

2.2. **Protection of Online Account Access Information.** CCH will supply Customer with the means to create private Online Account Access Information for its Authorized Users so that such Authorized Users may log into their respective Online Accounts within the Application. Online Accounts are designed for private use and should only be accessed through Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application as made through Customer's and its Authorized Users' Online Accounts by any person and for insuring that all use of Customer's and its Authorized Users' Online Accounts is for authorized purposes only and complies fully with the provisions of this Agreement. Customer agrees to promptly notify CCH of any unauthorized use of any Online Account Access Information or any other breach of security upon becoming aware thereof, assist in preventing any recurrence thereof and otherwise cooperate fully in any proceedings or other actions undertaken to protect the rights of CCH.

2.3. **Additional Online Terms.** CCH may post duplicative and/or additional relevant terms, conditions and/or policies ("**Online Terms**") at the online location where Authorized Users access the Application. Authorized Users will be subject to such Online Terms from and after the date on which such Online Terms are first posted; provided, however, that to the extent that there is a conflict between this Agreement and other any Online Terms, the terms of this Agreement will govern.

2.4. **Internet Connectivity; Disclaimer.** CCH (either itself or through a third- party) will make the Application available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications, and Internet connectivity necessary to access the Application. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application or performance hereunder. Customer agrees that CCH is not in any way responsible for any interference with Customer's use of or access to the Application arising from or attributable to the Internet and Customer waives any and all claims against CCH in connection therewith.

2.5. **Restrictions.** Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including any component which comprises the Application; (b) modify, port, adapt or create derivative works of the Application; (c) access, view, read, modify, reverse compile, reverse assemble, disassemble or print the Application's

source code or object code or other runtime objects, components, or files related to the Application; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to any third-party (including in any service bureau or similar environment); (f) share use or access of the Application with other practitioners (including outsourcers performing work for Customer) even if Customer shares office space or equipment (service bureaus and outsourcers are not Authorized Users); (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or "frame" or "mirror" the Application or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to the Application; (j) use the Application to process the data of clients of a third-party (whether on an outsourcing, service bureau, or other basis); or (k) publish, distribute (or redistribute) or sell any document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer's own company except for documents prepared for Clients within the scope of the normal and intended use of the Application (l) remove or modify CCH's copyright notices, trademark, logo, legend or other notice of ownership from the Application. In addition, Customer shall not violate or attempt to violate the security of CCH's networks or servers, including (i) accessing data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempting to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

- 2.6. **Suspension of Access.** In addition to any other suspension or termination rights of CCH pursuant to this Agreement, CCH may suspend or terminate Customer's access to and/or use of, or otherwise modify, the Application/s, software or Services, and/or any component thereof, and/or any Online Account or any Online Account Access Information without notice (a) in the event Customer (including any Authorized User, Client or other person or entity acting through or on behalf of Customer) is determined by CCH, in CCH's sole judgment, to have damaged or attempted to cause damage, a suspected or actual violation of Section 2.5, harm or where there is misuse of CCH's software, Application, server, network or other systems operated by or Services provided by CCH provided under this Agreement or any other CCH agreement (including, but not limited to, circumstances where there is a material breach of the Agreement, including the failure to pay any outstanding Fees owed to CCH by Customer); or (b) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order or otherwise protect CCH from potential legal liability or harm to its business. CCH will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable unless such action is due to subsection (a) hereof. In the event of a suspension (other than due to subsection (a) hereof), CCH will promptly restore Customer's access to any CCH operated application, software or Services as soon as the event giving rise to the suspension has been resolved as determined in CCH's discretion. Nothing contained in this Agreement will be construed to limit CCH's actions or remedies or act as a waiver of CCH's rights in any way with respect to any of the foregoing activities. CCH will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application as set forth in this Agreement.
- 2.7. **Unauthorized Acquisition.** CCH expressly prohibits the use of any product or service from CCH that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (a) is acquired from an unauthorized reseller or distributor; (b) is pirated, cracked or hacked, including through the use of Online Account Access Information established for use by another individual; (c) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (d) is acquired with the use of false or inaccurate statements and/or information (e.g., false name, contact information, EFIN, or payment information; or false declaration of the total number of end users).
- 2.8. **Reservation of Rights & Ownership of Developed Materials.** CCH and its Affiliates and any applicable licensors, retain all intellectual property and other proprietary rights, including all patent, copyright, trade secret, trade name, trademark, and other proprietary rights, related to the Application which are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of this Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "CCH INCORPORATED," "CCH," "ProSystem fx," "CCH Xccess" or any other trade or service marks of CCH or any of its Affiliates in Customer's announcements, advertising or other materials unless expressly agreed to in writing by an authorized representative of CCH. Customer acknowledges and agrees that CCH and its Affiliates and any applicable licensor's retention of contractual and intellectual property rights is an essential part of this Agreement. CCH and its Affiliates and any licensor (as applicable) will own and Customer hereby assigns to CCH all rights in (i) any copy, translation, modification, adaptation or derivative work of the Application, including any improvement or development thereof, whether provided as part of Support, Services or otherwise, and whether or not developed by or for the Customer, and (ii) any suggestions, ideas,

enhancement requests, feedback, or recommendations provided by or on behalf of Customer.

- 2.9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Application is provided with RESTRICTED RIGHTS. Any access or use of the Application by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4 (1995) and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007) or FAR 52.227-14 (DEC 2007). To the extent any Technical Data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (NOV 1995) and DFARS 252.227-7037 (SEPT 1999). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is CCH Incorporated, 2700 Lake Cook Rd, Riverwoods, IL 60015-3867. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Application from public disclosure and to consider the Application exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or use of the Application.

3. FEES AND PAYMENT

- 3.1. **Fees.** Customer shall pay to CCH the Fees for the Application (including associated Support) set forth on the Order Form(s), and all payments for Fees shall be made by Automated Clearing House ("ACH")/ Electric Funds Transfer ("EFT"). Additional fees as documented on an Order Form may be charged for additional Support and/or Services. Customer shall pay all Fees due to CCH within thirty (30) days of the invoice date. CCH will assess a late payment Fee equal to the lesser of one and one-half percent (1½%) of the unpaid amount or the highest interest rate allowed by applicable law for each succeeding thirty (30) day period or portion thereof in which Fees are not paid in full. Notwithstanding the preceding, any payments made by credit card may be subject to processing fees. In addition (and further pursuant to Section 4.4 below), CCH, in its discretion, may suspend or deny access to the Application, or deny access to electronic filing or deny access to any other CCH Application, software or Service provided under this Agreement or any CCH agreement, if any invoice is outstanding and, CCH may charge a fee to reinstate access to the Application, software or Services to the extent a suspension or denial of access was instituted by CCH as a result of Customer failure to timely pay fees when due. Except as may be specifically set forth in the Agreement, Customer's payment obligations under any Order Forms are non-refundable and cancellation of the Agreement is not permitted. ALL SALES ARE FINAL.
- 3.2. **Subscription Based on Volume of Processed Tax Returns.** This provision is only applicable if Customer has obtained a Subscription for which the Fee is based on the number of tax returns processed during the applicable term ("**Volume-Based Subscription**"). If the actual volume of processed tax returns is greater than the volume of estimated processed tax returns designated or confirmed by Customer at the time of order or renewal of a Volume-Based Subscription, CCH reserves the right to charge Customer the difference between the Subscription Fee for the estimated volume of processed tax returns and the Subscription Fee for the actual number of processed tax returns during the relevant term. Customer shall pay such amount within thirty (30) days of receiving an invoice from CCH.
- 3.3. **Taxes.** Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support or Services provided under this Agreement or on third-party fees disclosed in an Order Form, including sales, use, excise, value added, personal property, electronic/Internet commerce, export, import, and withholding taxes. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse CCH for any such taxes payable or collectable by CCH. Such taxes do not include taxes based upon CCH's income. Taxes are calculated on product plus additional charges, where applicable. Taxes include state and local sales or use taxes and are based upon the Customer's address and/or the address(es) of all Designated Office(s). Tax exemption certificates, if any, must be submitted at the time of order. Customer acknowledges that the Application is pre-written software of general application.
- 3.4. **Consent to Electronic Communications.** Customer hereby consent to receiving electronic communications from CCH. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Application.
- 3.5. **Debt Communication Consent and Waiver.** To the extent that a Customer incurred a "**Debt**", defined as any obligation or alleged obligation of Customer to pay money, in connection with the purchase, sale, financing, leasing, or licensing of any of products or software governed by the terms of this Agreement and

provided by CCH and/or its respective subsidiaries, affiliates, and agents', Customer expressly consents to receiving communications of any kind including, but not limited to, payment reminders, invoices, debt collection communications, and request for service of any kind from CCH and its respective subsidiaries, affiliates, and agents, through any medium including e-mails, telephone calls, text messages, and voice messages, at any time of the day or night including, but not limited to, between the hours of 9 p.m. and 8 a.m. in the Customer's time-zone.

4. TERM & TERMINATION

- 4.1 **Expiration of Rights.** Subject to the terms of subsection 4.2 - 4.5, Customer's Subscription to the Application (including Support) shall be for the period set forth in the Order Form (the "Term"). Notwithstanding the preceding sentence and/or anything in the Order Form to the contrary, Customer's Subscription to certain Applications (including CCH Xcess Tax and CCH Xcess Planning) shall expire on November 30th of the tax processing year for which such particular Application was purchased and such expiration date shall be outlined on the Order Form (for example, the 2020 tax year Application, which is used in the 2020 tax filing season, will expire on November 30, 2021).
- 4.2 **Expiration of Agreement.** If the Subscription(s) granted under this Agreement are not renewed pursuant to subsection 4.5, then this Agreement will automatically expire and terminate upon the expiration of Customer's Subscription to the last Application governed under this Agreement.
- 4.3 **Termination of Agreement for Cause by CCH.**
4.3.1 This Agreement, including all Subscriptions, Support, access to electronic filing and Services provided hereunder, may be terminated by CCH for cause, in its sole discretion, (i) immediately upon notice to Customer if Customer commits an incurable breach of the terms or conditions of this Agreement, or (ii) if Customer fails to cure a curable breach of this Agreement within thirty (30) days of being provided with notice of such breach.
4.3.2 Termination of this Agreement pursuant to this subsection 4.3 will not require payment of a refund to Customer and will not affect: (a) Customer's obligation to pay any Fees due, or (b) any remedies available to CCH by law or equity.
- 4.4 **Effect of Expiration or Termination of Agreement.** Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate and CCH will have the right to immediately and indefinitely terminate Customer's access to and use of the Application. The following sections, including Customer's obligation to pay Fees, will survive the expiration or termination of this Agreement: subsections 2.4, 2.5, 2.7, 2.8, 2.9, 4.3, 4.4, 5.2, 8.3, 8.4 and 8.5, and Sections 1, 7, 9, 10 and 11.
- 4.5 **Renewals.** Upon Customer's payment of the applicable invoice, and in accordance with the terms set forth therein, and further subject to Section 11, the Subscription Term shall renew upon the expiration of the term. CCH, in its discretion and for any reason, may decide not to renew Customer's Subscription(s) to the Application; in which case, CCH will make reasonable effort to notify Customer of this decision prior to the expiration of Customer's then-current term.

5. SUPPORT

- 5.1. **Support.** During each annual Support term as set forth in Section 4.1 above, CCH will provide such remote support services as CCH provides generally to customers as part of its then current Application support program ("**Support**"). Support shall not include, and CCH will not provide, any tax, accounting, legal or other professional or expert advice of any kind, including any advice regarding the appropriate handling of tax and accounting issues, or otherwise. Customer agrees that Customer and/or Customer's agents or employees will not knowingly place more than one call at any given time to CCH's telephone Support number(s) regarding the same situation, support question, issue or matter. CCH reserves the right to terminate Customer's access to Support if it determines that Customer is committing acts that are disruptive to CCH's Support or other business operations (e.g., placing multiple calls at one time; being verbally abusive to Support representatives; providing Clients with access information to CCH customer Support lines, etc.).
- 5.2. **Data Retention.** CCH will use reasonable efforts to retain the information and data properly submitted, posted, received or otherwise transmitted by Customer or an Authorized User through the use of the Application ("**Customer Data**") for at least one (1) year following the year in which Customer submitted any such Customer Data. CCH will then maintain such Customer Data in accordance with its internal business practices. It is Customer's responsibility to backup onto Customer's own local system all data and records that Customer submits to CCH. Upon Customer's request, and subject to payment of any fees charged by CCH therefor, CCH shall use commercially reasonable efforts to make available for retrieval by Customer, all Customer Data then in CCH's possession or control per CCH's customary internal business practices. For the avoidance of

doubt, Customer Data does not include Usage Data.

- 5.3. **Data Security; Ownership.** CCH shall implement and maintain reasonable information security measures and policies intended to: (i) safeguard the security of Customer Data, (ii) protect against known or anticipated threats to the security of Customer Data and (iii) investigate and react to any known or suspected unauthorized access to or loss of Customer Data. As between CCH and Customer, CCH acknowledges that Customer retains ownership of the Customer Data. Customer acknowledges and agrees that security safeguards, by their nature, are capable of circumvention and that CCH does not, and cannot, guarantee that the Application, CCH's systems, and the information contained therein (including Customer Data) cannot be accessed by unauthorized persons capable of overcoming such safeguards. For avoidance of doubt, the parties acknowledge and agree that in no event shall (i) CCH be responsible or liable for any unauthorized access to or loss of Customer Data if such unauthorized access or loss would have been avoided or mitigated by the use of a subsequent version (and/or Update) of the Application that is provided to Customer and/or (ii) such unauthorized access to or loss of Customer Data occurred notwithstanding CCH's compliance with its IT security standards. To the extent Customer experiences or suspects an unauthorized use of Customer Data or the Application, Customer will contact CCH as soon as reasonably practicable using the email address: TAAPrivacySecurity@wolterskluwer.com.
- 5.4. **Customer eSign Information.** Notwithstanding any of the foregoing or any other provision of this Agreement, in the event Customer has licensed CCH eSign, Customer acknowledges and agrees that CCH eSign is a third-party functionality and accordingly, CCH does not store or retain any information, documentation and/or records resulting from Customer's use of CCH eSign, including without limitation, any electronically signed Form 8879 or any e-signature audit trail (collectively, "Customer eSign Information"). It is Customer's sole responsibility to backup and maintain on Customer's own systems all Customer eSign Information as required by applicable laws, rules and regulations.

6. SERVICES

- 6.1. **General.** CCH may offer certain additional services related to the Application. Such services may include, but are not limited to: (i) implementation services; (ii) training for Customer personnel; (iii) file conversion services; and (iv) any other services specifically identified in an Order Form (hereinafter referred to as "**Services**"). For avoidance of doubt, in no event shall any component or functionality of the Application be deemed a Service under this Agreement. CCH will provide Services, at Customer's election and following Customer's signature and CCH's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with such Order Form and subject to the terms and conditions of this Agreement.
- 6.2. **Services Performance.** In performing Services, CCH may assign CCH personnel, authorized agents or qualified third-party contractors ("**Consultants**"). Customer agrees to provide the information, facilities, personnel and equipment, including, if applicable, suitably configured computers that may reasonably be identified by CCH as necessary or appropriate to the performance of any Services. Customer shall advise CCH of any hazards to the health and safety of CCH's personnel on the Customer's premises and provide CCH's personnel with appropriate information regarding applicable safety and security procedures.
- 6.3. **Services Pricing.** Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at CCH's then current rates. CCH reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse CCH for all reasonable travel and other out-of-pocket expenses incurred in connection with CCH's performance of Services hereunder.

7. CUSTOMER'S PROFESSIONAL RESPONSIBILITY AND WARRANTIES

- 7.1. **Professional Responsibility.** Customer understands, agrees and acknowledges that:
- 7.1.1. Use of the Application does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of tax returns prepared by Customer while using the Application or any other work product generated by Customer while using the Application;
 - 7.1.2. Customer will neither inquire nor rely upon CCH for any tax, accounting, legal or other professional or expert advice of any kind;
 - 7.1.3. Customer will retrieve in a timely manner any electronic communications made available to Customer by CCH (for example, electronic filing transaction data such as acknowledgements and e-mail messages in Customer's mailbox); and
 - 7.1.4. Customer is fully and solely responsible for: (a) selection of adequate and appropriate Applications to

satisfy Customer's business needs and achieve Customer's intended results; (b) use of the Application; (c) all results obtained from the Application; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, applications, computer equipment or services used with the Application.

7.2. **Customer's Representations.** Customer represents, warrants and covenants that:

- 7.2.1. Customer has full power and authority to enter into this Agreement and all Order Forms hereunder and to perform its obligations under this Agreement and such Order Forms, and that this Agreement and all such Order Forms have been duly authorized and constitute valid and binding obligations of Customer;
- 7.2.2. Customer is accessing and using the Application solely for Customer's own use and/or to provide tax and accounting services to Clients and, to the extent Customer has obtained a Volume-Based Subscription, Customer has provided or confirmed to CCH a good faith estimate of the number of tax returns Customer expects to process during the applicable Term, which number is then used by CCH to determine the appropriate Subscription Fee;
- 7.2.3. Customer will not access or use the Application to create a product, service or database that competes with CCH or any Application;
- 7.2.4. Customer is responsible for complying with all laws, rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, including all laws, rules, regulations and procedures of the Internal Revenue Code and Service;
- 7.2.5. Customer will be solely responsible for compliance with this Agreement by the Authorized Users, and to the extent applicable, all Clients;
- 7.2.6. Customer will not otherwise violate the rights of any third-party while accessing or using the Application;
- 7.2.7. Customer has sole responsibility for the content and accuracy of all Customer Data; Customer will not bypass, override or disable any security mechanisms in the Application and will utilize a multi-factor authentication method consistent with Customer's obligations under Section 7.2.4;
- 7.2.8. Customer will not upload or transmit any Customer Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the Customer Data); (ii) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (iii) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third-party (including any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; (vi) if the uploading or transmission would violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability or (vii) that constitutes protected health information under the Health Insurance Portability and Accountability Act (HIPAA) or any successor law;
- 7.2.9. Customer will not use the Application to transmit, route, provide connections to or store any material that violate or promote the violation of any of the restrictions of subsection 7.2.8 above;
- 7.2.10. To the extent Customer needs to upload or transmit to CCH's servers any Customer Data subject to Data Protection Laws (as defined in Exhibit A) the data processing annex ("DPA") attached hereto and incorporated by reference as Exhibit A sets forth the applicable terms and conditions relative to CCH's processing of such Customer Data pursuant to this Agreement. and
- 7.2.11. CCH reserves the right, in its sole discretion, at any time, to remove any Customer Data that it believes to be in violation of this Agreement.

7.3. **Electronic Filing Representations.** The following electronic filing terms and conditions will apply to electronic filing services and are in addition to all other terms and conditions contained within this Agreement:

- 7.3.1. Customer agrees that Customer will comply with all State and/or Federal electronic filing and direct deposit/direct debit laws, rules and regulations as shall be in effect from time to time.
- 7.3.2. Customer acknowledges and agrees that all EFINS used by Customer and provided to CCH are registered to Customer or else are registered to an Authorized User who is using the Application on behalf of Customer. Customer also agrees to provide CCH with Customer's most current EFIN letter(s) in the manner directed by CCH, at the time of initial purchase or renewal of Customer's Subscription to the Application or as otherwise requested by CCH.
- 7.3.3. Customer acknowledges and agrees that CCH may use Customer's release of the electronic file to the Electronic Filing Status System as Customer's "authorization" to electronically transmit to and file with the IRS Customer's tax returns included in such electronic file ("**Authorization**"). Customer further acknowledges and agrees that Customer will be deemed to have released its electronic file to the

Electronic Filing Status System, and thus provided Authorization for the tax returns in such electronic file, when Customer provides CCH with Customer's locator/Client ID number for the Client to which such electronic file applies. Customer agrees to take full responsibility for any and all liability arising from the use, inability to use or misuse of its internal electronic filing processes and the filing of tax returns with the IRS resulting therefrom.

- 7.3.4. Customer acknowledges and agrees that Customer is solely responsible for any direct deposit or direct debit option which Customer elects in accordance with applicable federal and state signature authorization forms (or any other similar form(s)) and that Customer is solely responsible for providing all complete, correct and necessary information directly to the IRS and any other taxing authority with respect to the same.
- 7.3.5. Customer acknowledges and agrees that CCH cannot guarantee that taxing authorities will accept all returns due to circumstances that are beyond CCH's reasonable control. Customer agrees to review the electronic filing and remittance status after submission to confirm the file was accepted. For jurisdictions that do not accept electronic remittance, Customer must submit returns using standard paper methods.

- 7.4. **Indemnification.** Customer agrees to indemnify and hold harmless CCH, its employees, officers, directors and Affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) to third parties (including any Clients, the IRS and any taxing authorities) relating to: (a) Customer's breach of any of its obligations, representations and/or warranties under this Agreement; or (b) except to the extent of claims for which CCH is liable under Section 8 below, Customer's use of the Application and/or any third-party software, application or service.

8. CCH WARRANTIES

- 8.1. **CCH's General Warranties.** CCH represents and warrants that: (i) it has title to the Application or the right to grant Customer the rights granted hereunder; (ii) the Application does not violate any third-party's United States patent, copyright or trade secret rights; and (iii) CCH has not inserted any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and CCH's sole, exclusive and entire liability, for a breach of items (i) and (ii) by CCH shall be the exercise of Customer's indemnity rights under subsection 8.2 below. For a breach of item (iii) Customer's sole and exclusive recourse and remedy – and CCH's sole, exclusive and entire liability – shall be to terminate the Agreement and obtain a refund of the Fees paid for the directly affected Application less an allocation for use made by Customer prior to the breach.

8.2. Indemnification by CCH.

- 8.2.1. Subject to the other terms and conditions set forth herein, CCH agrees to defend Customer, its employees, officers and directors, at CCH's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into in compliance with this Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application as provided and permitted herein infringes or violates such third-party's United States patent, copyright or trade secret rights; provided that: (i) CCH is notified promptly in writing of the claim; (ii) CCH controls the defense, settlement and approval of the claim; and (iii) Customer cooperates reasonably, assists and gives all necessary authority to CCH and reasonably required information in connection with the defense or settlement of the claim.
- 8.2.2. CCH's indemnity obligations under subsection 8.2.1 hereof will not apply if and to the extent that they arise from or relate to:
 - (i) the access or use of the Application in any manner other than as provided and permitted by CCH hereunder and as required to be used by Customer hereunder; (ii) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology not supplied by CCH; or (iii) any data or information, or other intellectual property supplied by Customer, an Authorized User or any third-party.
- 8.2.3. If any Application becomes, or in CCH's opinion, is likely to become, the subject of a third-party claim covered by CCH's indemnification obligations under subsection 8.2.1, then CCH may, in its sole discretion and at its sole cost and expense: (i) procure for Customer the right to continue using such Application; (ii) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under this Agreement; or (iii) replace the infringing portion of the Application with non-infringing items with substantially similar functionality. If CCH reasonably determines that none of the foregoing is commercially practicable, then CCH may elect to terminate this Agreement and grant Customer a refund of the Fees paid for the affected Application less an allocation for use made by Customer prior to the termination.
- 8.2.4. This Section 8.2 states CCH's entire liability and the sole and exclusive remedy of Customer, its employees, officers, directors and Affiliates and any Authorized User with respect to any actual or claimed infringement or other violation of any third-party's intellectual property rights.

- 8.3. **Limited Warranty.** EXCEPT AS STATED IN SUBSECTION 8.1, THE APPLICATION (INCLUDING ALL COMPONENTS AND FUNCTIONALITY THEREOF), SUPPORT AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CCH DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATION (INCLUDING ALL COMPONENTS AND FUNCTIONALITY THEREOF). CCH DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT OR FUNCTIONALITY THEREOF WILL BE UNINTERRUPTED, THAT THE USE OR OPERATION THEREOF WILL BE ERROR OR DEFECT FREE, THAT THEY WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS THEREIN WILL BE CORRECTED. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE APPLICATION AND CCH WILL HAVE NO LIABILITY THEREFOR.
- 8.4. **Limitation of Liability and Damages.** NEITHER PARTY (AND, IN THE CASE OF CCH, ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD-PARTY (INCLUDING ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE APPLICATION, SUPPORT AND/OR SERVICES. THE TOTAL LIABILITY OF CCH AND ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND LICENSORS TO CUSTOMER OR ANY THIRD-PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE APPLICATION, SUPPORT AND/OR SERVICES FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES IN THE ORDER FORM GIVING RISE TO THE CLAIM FOR THE APPLICATION OR SERVICES PAID HEREUNDER BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE.
- CCH is not an insurer with regard to performance of the Application. Customer agrees to assume the risk for: (a) all liabilities disclaimed by CCH herein, and (b) all alleged damages in excess of the amount of the limited remedy provided hereunder. The allocations of liability in this subsection 8.4 represents the agreed, bargained-for understanding of the parties and CCH's compensation hereunder reflects such allocations. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THIS AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. For the avoidance of doubt, the provisions of this Section 8.4 shall not apply to any OIP. Any and all claims involving the OIP shall be governed by the OIP License Agreement (as defined below).
- 8.5. **Third-Party Products.** The Application may contain code, content, features, functionality, and components that are provided by third- parties. In addition, electronic filing and/or other products or services used in connection with the Application may be offered through CCH but will be provided by third-parties. Furthermore, the Application may require data and information from third-parties in order to work properly. ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY CCH. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS OR SERVICES AND CUSTOMER HEREBY RELEASES CCH FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.
- 8.6. **Open Integration Platform.** Customer acknowledges that the Application offers an open integration platform ("OIP") that allows Customer, subject to its adherence to the OIP license agreement ("OIP License Agreement") attached hereto as Exhibit B and incorporated by reference, to create one or more integrations between the Application and such other applications, programs or databases of Customer or a third-party as Customer may choose or, without the need of a separate OIP License Agreement, use such integrations created by a third-party. Customer further acknowledges and agrees that, as between CCH and Customer, Customer is solely responsible for all such integrations, whether created by Customer or a third-party, and CCH shall have no responsibility or liability whatsoever for any such integrations, for any applications, programs or databases integrated into the Application with such integrations or for any issues with the Application or Customer Data caused by or related to the creation or use of such integrations or attributable to such third parties. To the extent there is a conflict between the OIP License Agreement, this Agreement and/or the Order Form, the OIP License Agreement shall govern and control.

9. DISPUTE RESOLUTION

- 9.1. **Audit.** Upon CCH's written request, Customer must furnish CCH with a signed certificate verifying that the Application is being accessed and used in compliance with all of the terms and conditions of this Agreement, including being accessed and used only by Authorized Users and to the extent permitted herein, by Clients. At its expense, CCH, itself or by its third-party agents, may audit Customer's compliance with the requirements of this Agreement. Any such audit will be conducted not more than once per calendar year and during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. During any such audit CCH and its designees may have access to Customer's computer systems and records and conduct forensic reviews thereof and may interview any of Customer's current and former employees and contractors. If CCH determines that Customer has not paid the Fees required pursuant to this Agreement for Customer's access or use of the Application, Customer will be invoiced for such Fees, plus an additional 1.5% monthly interest rate, or the maximum lawful amount, of the unpaid Fees (dating back to the time when such fees should have been paid). Customer shall pay (directly or by reimbursing CCH) the reasonable cost of the audit if the audit detects unpaid Fees that exceed five percent (5%) of the total Fees actually paid for the period so audited. This right shall not limit or preclude any additional remedies available to CCH provided by law or equity.
- 9.2. **Limitations Period.** Except for collection actions which may be brought by CCH within the applicable statute of limitations period, at any time and without limiting claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.
- 9.3. **Jurisdiction.** Customer agrees that this Agreement shall be interpreted and enforced according to the laws of the State of New York, without any regard to conflicts of law rules that would require another jurisdiction's law to apply. All disputes arising out of or relating to this Agreement shall be instituted and prosecuted exclusively in a state or federal court located in New York, New York, with Customer specifically consenting to extraterritorial service of process for that purpose. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or to the parties in general.
- 9.4. **Waiver of Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ORDER FORM OR THE SUBJECT MATTER HEREOF OR THEREOF.
- 9.5. **Enforcement.** Customer will pay all of CCH's attorneys' fees and costs and expenses incurred in the enforcement of any of the provisions of this Agreement.
- 9.6. **Remedies.** Customer acknowledges that the Application and other proprietary information of CCH are unique and that, in the event of any breach of this Agreement by Customer, CCH may not have an adequate remedy at law, and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise elsewhere in this Agreement, the various rights, options, elections, powers and remedies of a party or parties to this Agreement shall be construed as cumulative and no one of them exclusive of any others or of any other legal or equitable remedy, which said party or parties might otherwise have in the event of breach or default in the terms hereof.
- 9.7. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third-party, nationally recognized tracked express mail service, postage prepaid, addressed to either Customer's billing address or CCH Incorporated, Attn: Software Sales, 2050 W 190th St, Torrance, CA 90504-6220 with a copy to CCH Incorporated, Attn: TAA-AGC, 28 Liberty Street, 43rdth Floor, New York, New York 10005. Customer agrees to always provide CCH with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.
- 9.8. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If

it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

- 9.9. **Waiver.** A party's failure or delay to require compliance with any term of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such term or right. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or legally bar a party from enforcing any right, remedy or condition. All waivers must be made in writing and signed by the waiving party and any such waiver on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

10. CONFIDENTIALITY

- 10.1. **Nonuse and Nondisclosure.** Customer and CCH agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable law or regulation (e.g., IRS regulations), all non-public information furnished or disclosed to the other pursuant to this Agreement, including the terms of Customer's Order Form(s), proprietary information within the Application, Customer Data and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the other party, and will not be used other than as provided herein or made available or disclosed to any third-party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those employees or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations under this Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 10 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).
- 10.2. **Personally Identifiable Information.** Notwithstanding anything in subsection 10.1 to the contrary, Customer authorizes CCH to transmit the personally identifiable information ("**PII**") and any necessary tax return information of any taxpayer Clients of Customer and submitted by Customer to CCH and/or to applicable taxing authorities (via a CCH Application and/or Service), as well as to third-party service providers that CCH may use in conjunction with the services it renders hereunder, subject to applicable laws and regulations, including Internal Revenue Code Section 7216.
- 10.3. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (i) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms of this Agreement; (ii) is lawfully obtained from a third-party without an obligation of confidentiality; (iii) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is intended or aimed at detecting or reporting suspicious or fraudulent tax returns and/or possible fraudulent activity. Furthermore, the confidentiality obligations herein will not restrict disclosure of information required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.
- 10.4. **Expiration.** Subject to Section 5.2, upon termination or expiration of this Agreement, both parties agree to destroy all copies of written Confidential Information. Notwithstanding any of the foregoing, CCH shall be entitled to keep copies of Confidential Information (i) preserved or recorded in any computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and/or (ii) as required by applicable law or regulation; provided, that such Confidential Information shall remain subject to the confidentiality requirement of this Section 10. The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 10.

11. MISCELLANEOUS

- 11.1. **Entire Agreement.** This Agreement, along with the Order Form(s) and any other terms otherwise published by CCH outside of this Agreement, constitutes the entire and exclusive agreement, understanding and representation, express or implied, between Customer and CCH with respect to the subject matter hereof; it is the final expression of that agreement and understanding, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals), with respect to said subject

matter. In the event of a conflict, the applicable Order Form will control, then the Agreement, and then any other terms provided by CCH, unless CCH explicitly acknowledges and upholds the particular conflict in such other document. Oral statements made about the Application, Support and/or Services shall not constitute warranties, will not be relied on by Customer, and will not be binding or enforceable. Notwithstanding anything in the Agreement to the contrary, CCH may modify this Agreement and the DPA at any time by providing notice to Customer by posting the updated Agreement at [CCH Access™ Master Agreement](#), providing notice to Customer through Customer's CCH account (i.e., My Account), sending Customer a renewal notice communication, or using other similar means. Customer is responsible for reviewing and becoming familiar with any such modifications. Modified terms become effective immediately upon such posting.

- 11.2. **No Construction Against Drafter.** Each of the parties hereto acknowledge that they have had the opportunity to be represented by independent counsel of their choice prior to entering into this Agreement and any Order Form hereunder. As a consequence, the parties agree that in construing this Agreement and/or any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 11.3. **Evaluation Use.** If the Application is made available to Customer on an evaluation, demonstration or trial basis, then this Agreement will govern Customer's access and use except as modified by this subsection 11.3. Any Application made available to Customer for evaluation, demonstration or trial purposes shall only be accessed and used for a limited period of time. Certain functionality of such Application may be disabled or restricted. Commercial use of such Application is not authorized, is outside the scope of this Agreement, and is a violation of U.S. and international copyright laws. Access to any Application made available on an evaluation, demonstration or trial basis shall be terminated and disabled by CCH upon the conclusion of the evaluation, demonstration or trial. Customer must purchase a Subscription from CCH before accessing or using the Application for any commercial purpose. The following sections of this Agreement shall not apply to any Application made available to Customer on an evaluation or trial basis: subsections 2.1, 8.1 and 8.2, and Sections 3, 4 and 5.
- 11.4. **Force Majeure.** CCH shall not be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or connected with this Agreement if such failure or delay results from or is contributed to by any cause beyond its reasonable control including failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third-party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications, hosting, Internet or other services, vandals, hackers or other event beyond its reasonable control.
- 11.5. **Export Restrictions.** Customer agrees to handle the Application and the Services in compliance with all applicable export controls and economic sanctions laws, including without limitation by not exporting or transferring the Application or the Services to, using the Application or the Services for the benefit of, or making the Application or the Services available for use by any person, entity or organization located in any jurisdiction that is subject to comprehensive US, EU, UN or UK economic sanctions; or with whom US, EU or UK persons are otherwise prohibited from engaging in such transaction. CCH shall have no obligation to make the Application or the Services available to any user or in any jurisdiction if doing so, in its reasonable discretion, would violate applicable law.
- 11.6. **Modification/Replacement of Application.** CCH reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application or any component thereof for any reason. If the Application is discontinued during the term of a Subscription granted hereunder, then CCH will, in its discretion, either: i) provide a pro-rata refund of the Fees paid for the discontinued Application and any related Support; or ii) provide Customer with access to a product having substantially similar or greater functionality (with CCH reserving the right to charge additional Fees for any such greater functionality) for the remainder of the then current Subscription term.
- 11.7. **No Third-Party Beneficiary.** No third-party is intended to be or shall be a third-party beneficiary of any provision under this Agreement. CCH and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.
- 11.8. **Assignment.** Customer may not sublicense, assign sell, or transfer this Agreement or any rights or obligations hereunder, without prompt notification to and the prior written consent of CCH. Such consent shall be at the sole discretion of CCH. For purposes of the forgoing, any change of ownership or control of Customer, whether by merger, reorganization, sale of substantially all of its stock or assets or otherwise, shall be deemed an assignment of this Agreement. Any attempt to sublicense, assign or transfer any of Customer's rights, duties and/or obligations under this Agreement without the prior written consent of CCH shall constitute a material

breach. In the event CCH consents to a sublicense, assignment, sale or transfer of this Agreement, Customer's payment obligations shall be non-cancelable and non-refundable (except as may be otherwise specifically provided herein) during the remainder of the term. Customer agrees that CCH's retention of these contractual and other legal rights is an essential part of this Agreement.

- 11.9 **Data Transmission Notification.** The Application may transmit to the servers on which the Application is hosted, various information relating to how Customer and its Authorized Users access and/or use the Application, as well as general information about Customer's and its Authorized Users' computer system from which the Application is being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version) ("Usage Data") as well as certain records that Customer has created or uploaded while using the Application, including those that Customer did not otherwise transmit to the IRS. Customer hereby grants to CCH the nonexclusive right, on a royalty-free basis, to possess, store, use, copy, analyze, distribute and process Customer Data and Usage Data as necessary or appropriate in compliance with applicable privacy laws to provide and improve one or more CCH products or services, including creating new features, functionalities and/or automations for such CCH products and/or services, as well as for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. Customer acknowledges and agrees that the preceding use of Customer Data and/or Usage Data shall not constitute a disclosure of Customer's Confidential Information (provided however, CCH shall otherwise keep said information confidential in accordance with Article 10 hereof). Any new features, functionalities and automations for any CCH products and/or services, including all underlying engines and algorithms therein or related thereto, shall remain at all times the property of CCH and its licensors and Customer shall have no right, title or interest therein.
- 11.10 **Non-disparagement.** Customer agrees that it will not at any time speak or act in any manner that may have the effect of reflecting adversely upon the reputation, business or goodwill, or which is intended to harm such reputation, business or goodwill, of CCH, and Customer will not engage in any other disparaging conduct or communications with respect to CCH. Such conduct as described in this section will be deemed a material breach of the Agreement. Notwithstanding the preceding provisions of this section, nothing herein shall restrict Customer's right to make any disclosure or statement that is required or otherwise protected by applicable law.

Master Version: 04/2025

EXHIBIT A

Data Protection Annex

In accordance with the terms of the Agreement, this Data Protection Annex ("Annex") applies to and is incorporated into, and made part of, the Agreement to the extent that CCH Processes any Personal Information within the scope of Data Protection Laws when performing its obligations under the Agreement.

1. **Definitions.** Capitalized terms used but not defined in this Annex will have the same meanings as set forth in the Agreement. In this Annex, the following terms shall have the meanings set out below:

- a. "Agreement" means the license terms and conditions plus the applicable Order Form(s) referencing this Annex or the terms of which this Annex is subject to, that is entered into between CCH Incorporated ("CCH") and the subscribing individual, institution or organization (the "Customer");
- b. "CCPA" means the California Consumer Privacy Act of 2018, Cal. Civil. Code 1798.100 et seq., as amended or superseded from time to time (including the California Privacy Rights Act of 2020), and any regulations promulgated thereunder.
- c. "Canadian Data Privacy Laws" means the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) and applicable provincial laws relating to the processing, protection, or privacy of personal data in Canada, as well as any regulations made thereunder, as such laws or regulations are amended from time to time.
- d. "Data Protection Laws" means the Canadian Data Privacy Laws and the CCPA.
- e. "Subprocessor" means any person appointed by or on behalf of CCH to Process Personal Information in connection with the provision of services under the Agreement.
- f. For purposes of this Data Protection Annex, "Business Purpose", "Consumer", "Data Breach", "Data Subject", "Personal Information", "Processing", "Sell", and "Share" shall have the meanings given to such terms in applicable Data Protection Laws, and their cognate terms shall be construed accordingly.

2. To the extent CCH is Processing Personal Information of Consumers or Data Subjects within the scope of Data Protection Laws:

- a. CCH shall Process such personal information on behalf of Customer and in furtherance of one or more enumerated Business Purposes under applicable law.
- b. CCH shall comply with the obligations applicable to it under Data Protection Laws, including providing the same level of privacy protection with respect to such Personal Information as is required by Data Protection Laws.
- c. If CCH determines that it can no longer meet its obligations under the Data Protection Laws with respect to Personal Information, CCH will notify Customer.
- d. CCH will not: (i) Sell or Share Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than performing its obligations under the Agreement or as otherwise permitted under applicable law; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between CCH and Customer; or (iv) combine Personal Information with Personal Information that it receives from, or on behalf of, another entity, or collects from its own interaction with data subjects except as permitted under applicable Data Protection Laws.
- e. Customer shall have the right to take reasonable and appropriate steps to help ensure that CCH processes Personal Information in a manner consistent with CCH's obligations under Data Protection Laws, including without limitation the right, upon reasonable advanced notice, to stop and remediate any unauthorized processing of Personal Information.

- f. CCH will implement and maintain reasonable security procedures and practices designed to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure.
 - g. CCH shall provide reasonable assistance to Customer to meet its response obligations to requests from Consumers or Data Subjects under applicable Data Protection Laws.
 - h. CCH shall ensure that the arrangements with Subprocessors are governed by a written contract including terms that meet the requirements under applicable Data Protection Laws.
 - i. CCH will report any Data Breach for which CCH becomes aware in accordance with the reporting obligations under Data Protection Laws and CCH will reasonably cooperate with Customer in investigating such breach.
3. Customer Obligations. Customer remains responsible for its compliance obligations under Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to CCH. Customer shall ensure that any required consents that it obtains from its customers in accordance with Data Protection Laws shall be adequate with respect to the processing of Personal Information by CCH contemplated and instructed by Customer under the Agreement.
4. Severance; Order of Precedence. Should any provision of this Annex be invalid or unenforceable, then the remainder of this Annex shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. In the event of a conflict or discrepancy between this Annex and any term of the Agreement, this Annex shall take precedence.
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EXHIBIT B

NON-COMMERCIAL OIP API LICENSE AGREEMENT

CCH® AXCESS OPEN INTEGRATION PLATFORM LICENSE AGREEMENT (Non-Commercial)

THIS CCH AXCESS OPEN INTEGRATION PLATFORM LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY WHO IS LICENSING THE OPEN INTEGRATION PLATFORM ("INTEGRATOR") AND CCH INCORPORATED, A WOLTERS KLUWER BUSINESS ("CCH"). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY INTEGRATOR AND GOVERNS PERMITTED ACCESS TO AND USE OF THE OPEN INTEGRATION PLATFORM BY INTEGRATOR AND ANY AUTHORIZED USERS. BEFORE INSTALLING, ACTIVATING, OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM, PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. BY INSTALLING, ACTIVATING OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM IN ANY MANNER, INTEGRATOR (i) ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS MAY BE MODIFIED BY CCH FROM TIME TO TIME, (ii) REPRESENTS AND WARRANTS THAT INTEGRATOR IS IN GOOD STANDING WHERE REQUIRED TO DO BUSINESS WITH ALL LEGAL AUTHORITY AND POWER TO ACCEPT THESE TERMS, (iii) AGREES TO PROVIDE TRUE, ACCURATE, CURRENT, AND COMPLETE INFORMATION TO CCH, AND (iv) THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT CONFLICT WITH OR CONSTITUTE A BREACH OR DEFAULT OF ANY AGREEMENTS, TO WHICH IT IS A PARTY OR CONTRAVENE OR VIOLATE ANY APPLICABLE STATUTE, LAW, REGULATION, OR RULE. IF, PRIOR TO INSTALLING, ACTIVATING OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM, INTEGRATOR DOES NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THEN INTEGRATOR HAS NO RIGHT TO USE THE OPEN INTEGRATION PLATFORM IN ANY MANNER WHATSOEVER AND NEITHER INTEGRATOR, THE INDIVIDUAL ACCEPTING THESE TERMS ON BEHALF OF INTEGRATOR, NOR ANY OTHER INDIVIDUAL ON BEHALF OF INTEGRATOR SHALL INSTALL, ACTIVATE OR OTHERWISE USE THE OPEN INTEGRATION PLATFORM.

THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE SOWS (AS DEFINED BELOW). IN ADDITION, INTEGRATOR'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN.

1. Definitions

"Authorized Users" means: (a) any of Integrator's employees; or (b) any consultant, independent contractor and any other person who Integrator authorizes to use or to which Integrator otherwise makes available the OIP, in each case to use solely on behalf of Integrator and as expressly permitted by this Agreement and the License granted herein. Authorized Users shall only include vendors who do not exclusively serve the tax and accounting market (e.g., CRM providers, Microsoft office, etc.). Authorized Users shall not include any vendors who serve the tax and accounting market unless such vendor is an approved vendor in the CCH Marketplace.

"Integration(s)" means the programming interfaces or integrations, or portions thereof, developed by Integrator (or any Authorized User) using the OIP to link CCH Axxess applications with such other application(s) as Integrator so determines.

"Open Integration Platform " or "OIP " means all CCH software (including programs, tools, sample code, templates, libraries, Third-Party Components, Application Programming Interface ("API") and Updates), information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium, provided to Integrator or any Authorized User at any time by CCH or any affiliate of CCH, for the purpose of developing Integrations (unless such materials are provided pursuant to a separate license agreement for such materials by CCH and/or its affiliates). Except as expressly specified herein, the OIP shall not include CCH's proprietary CCH Axxess application, any other software provided by CCH for the purpose of evaluating Integrations, or any Third-Party Software. Integrator's use of CCH Axxess, any other CCH product needed by Integrator for Integration testing (as set forth on the SOW), or any Third-Party Software shall be governed by and is subject to Integrator agreeing to the terms of separate software licenses for such software.

"SOW" shall mean any such statement of work as Integrator and CCH may enter into as a condition of acquiring the License set forth herein, which SOW(s) shall set forth any and all roles and responsibilities, and support associated with this Agreement and the payment schedule associated therewith. An Order will be created and processed to create an account and provide Integrator access to the OIP.

"CCH Axxess" means CCH's proprietary CCH Axxess application, including all accompanying code, files, databases and documentation. CCH Axxess shall not include any Third-Party Software.

“Third-Party Software” means software proprietary to a third-party, but does not include Third-Party Components. Integrator acknowledges and agrees that CCH shall have no obligations to Integrator with respect to any Third-Party Software.

“Third-Party Components” means software, interfaces and firmware licensed by CCH from a third-party for incorporation into the OIP and distributed as an integral part of the OIP.

“Updates” means such bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the OIP as CCH makes generally available to licensors of the OIP from time to time.

2. License

(a) Subject to the terms and conditions of this Agreement (including but not limited to Section 3(e)), CCH grants Integrator a limited, personal, revocable, non-exclusive, non-transferable license to install and use a reasonable number of copies of the OIP to be used in the manner described in the documentation contained in the OIP and solely for the purposes of developing, testing and debugging Integration(s) (the **“License”**).

(b) To the extent that any source code is provided as part of the OIP, Integrator may use, modify and compile the source code solely for the purposes of developing Integration(s) and for no other purpose.

(c) Integrator may not distribute the OIP or copies of any part thereof including, but not limited to, in conjunction with or as part of the Integration(s).

(d) The Integration created by or for Integrator by an Authorized User is solely intended for the use of Integrator alone and shall not be commercialized by Integrator or any Authorized User or otherwise be made available to any third party outside of Integrator (the Integration is meant to be a custom integration made for Integrator and not to be sold or marketed to others).

(e) The License shall not extend to and shall be considered void if Integrator attempts to extend the License to prohibited parties as described in the definition of Authorized Users.

3. License Restrictions. The License granted in Section 2 is explicitly conditioned on Integrator’s adherence to the following restrictions:

(a) Except as expressly provided in Section 2, Integrator and the Authorized Users (i) will not copy, alter, modify, adapt, create derivative works of, translate, deface, decompile, disassemble, lease, rent, assign, transfer, or reverse engineer the OIP, or any portion thereof, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same; and (ii) do not have the right to obtain or use any source code for programs included in the OIP.

(b) Integrator and the Authorized Users will not develop, market, rent, distribute, transfer, license, sublicense, or otherwise furnish any interface, integration, program or application which in isolation or with any other software, program, application or data will have a detrimental effect upon CCH, any affiliate of CCH or any of their respective products or services. Integrator further agrees not to engage in any of the aforementioned activities or to attempt to do so using any part of the OIP.

(c) Integrator is not authorized to distribute Integration(s) to any third party. Use of any Integration is limited to internal use only.

(d) Integrator is responsible for all activities with respect to the OIP undertaken by Integrator and any and all Authorized Users including Integrator being responsible for the acts and omissions of any of its Authorized Users and Integrator will ensure that:

(i) Integrator and the Authorized Users will only use the OIP in accordance with this Agreement, all applicable laws and regulations, and the documentation provided by CCH as part of and for use in conjunction with the OIP; and

(ii) Integrator will provide any and all cooperation requested by CCH and provide any and all information requested by CCH to assist CCH in investigating or determining whether there has been a breach of this Section 3 or any other provision of this Agreement and upon request provide CCH with access to the premises and computers where the OIP is or has been used in accordance with the terms of Section 21 below.

(e) Integrator further acknowledges and agrees that CCH may require Integrator to provide certain information with respect to the identity of Integrator and its Authorized Users, the Integration(s), and documentation of Integrator having obtained any and all necessary third-party licenses, as a condition of CCH granting the License.

(f) Integrator agrees that any Integration developed or created by Integrator will not be subject to any Viral Open Source License and will not incorporate, link to or use any Viral Open Source Software in any manner. "Viral Open Source License" means any license for software that is "open source" or "copyleft" as those terms are commonly understood in the software industry, including, without limitation, any software license that: (i) requires licensees to disclose or otherwise make available the source code for any software incorporating, linking to or otherwise using the licensed software or developed using such licensed software; (ii) is a version of the GNU General Public License or the GNU Lesser General Public License; (iii) is a license designated by the Free Software Foundation as "GPL-compatible" (a list of which is currently set forth at <http://www.gnu.org/licenses/license-list.html>) ; or (iv) was approved as meeting the requirements of the Open Source Definition promulgated by the Open Source Initiative and currently set forth at <https://opensource.org/licenses/alphabetical> . "Viral Open Source Software" means software that is or is intended to be subject to any Viral Open Source License.

(g) Any breach of the License and/or this Agreement could cause CCH irreparable harm and Integrator agrees that CCH may obtain a temporary or permanent injunction against any breach or threatened breach thereof, without the necessity of posting any bond or other security and without showing any monetary damages.

(h) In the event the SOW specifies that Integrator will require access to CCH Axxess or portions thereof in order to evaluate and test its Integration(s), then CCH may elect to grant Integrator a limited right to access such software solely for such purposes in accordance with CCH's standard terms and conditions for such software as set forth at <https://support.cch.com> which license Integrator must obtain from CCH through CCH's normal contracting process. Integrator acknowledges and agrees that this Agreement does not give Integrator a license or any other right to use any portion of CCH Axxess unless and until Integrator executes the applicable CCH Axxess license agreement.

4. License Fees. In consideration for the License granted herein, Integrator agrees to pay any and all license and other fees specified in the applicable order form.

5. Certification. Integrator acknowledges and agrees that Integrator is solely responsible for obtaining any certification with respect to any Integration's compatibility and safe operation with CCH Axxess. Notwithstanding any other provision in this Agreement, Integrator further agrees that CCH shall have no liability whatsoever to any third-party (including, but not limited to, Integrator's customers) for, and Integrator shall indemnify the CCH Indemnified Parties (as defined below) from, any claim or action relating to any Integration, and in no event will CCH be deemed to have made any endorsement, certification, representation, guarantee, covenant or warranty with respect to any Integration or its compatibility with CCH Axxess or any part thereof, and Integrator shall not represent it as such to any other person or entity.

6. OIP Updates. CCH is under no obligation to provide Integrator with any Updates. However, if CCH does provide Integrator with any Updates, such Updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such Updates, including a possible requirement to make payments to CCH in respect thereof. Integrator will provide updates to the Integration based on changes made by CCH to the OIP.

7. Support. CCH may provide remote assistance with the installation and general use of OIP via email (such services referred to as "Support"). CCH is not obligated to provide any Support to Integrator. Integrator may request Support by contacting the CCH - Support team via web ticketing at <http://support.cch.com/ticket/ContactUs.aspx>. To the extent that Support is available, Support shall be limited to the then-current version of the OIP and its preceding two versions. CCH offers training and consulting services for additional fees. Any such training or consulting shall be subject to a separate agreement between Integrator and CCH. Any additional support will be detailed in an SOW.

8. Intellectual Property. This Agreement does not transfer or assign to Integrator any intellectual property right in or related to the OIP or any part thereof, including, but not limited to, any patent, design, industrial design, trademark, service mark, copyright or rights in any confidential information or trade secrets. The OIP and all copies thereof remain the property of CCH and are licensed and not sold to Integrator under this Agreement. Integrator acknowledges that there are no implied licenses granted under this Agreement, and all rights, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, and any other intellectual property and other proprietary rights throughout the world) in and to the OIP, save for those license rights expressly granted to Integrator hereunder, shall remain with CCH. Integrator agrees that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief that CCH may have under any applicable laws relating to the protection of CCH's intellectual property or other rights.

9. Feedback and Marketing.

(a) Integrator and the Authorized Users may provide CCH with feedback on the OIP, including, without limitation, feedback on bugs and faults within or relating to the OIP and/or CCH Axxess or suggestions for improvements or other changes to the OIP and/or CCH

Axxess. Integrator hereby agrees that CCH shall own all feedback, ideas, concepts and changes to any portion of the OIP and/or CCH Axxess developed or identified in the course of or as a result of Integrator's use of the OIP and all associated intellectual property rights ("**Feedback**"), and Integrator hereby assigns to CCH all of Integrator's right, title and interest thereto. Integrator will not knowingly provide CCH any Feedback that is subject to third-party intellectual property rights. Integrator agrees that CCH and its designees and assigns shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate and otherwise use Feedback, including all derivative works thereof, for any and all purposes, commercial or otherwise, with no obligation of any kind of Integrator. Integrator agrees to cooperate fully and to ensure that Integrator's employees, officers, independent contractors and Authorized Users cooperate fully with CCH with respect to signing further documents and doing such other acts as are reasonably requested by CCH to confirm that CCH owns the Feedback in all respects, including, but not limited to, integration functionality, technical implementation details, and overall architectural approach, and to enable CCH to register and/or protect any associated intellectual property rights and/or confidential information.

(b) Neither party may use the other party's name or trademarks, or refer to the other party, either directly or indirectly in any announcement, advertisement, publication or presentation, or any other materials, or in any manner that might imply endorsement, verification or certification; provided, however, that CCH may use Integrator's name, trademark or logo, and website URL to identify Integrator as an Open Integration Platform (OIP) Integrator on CCH's web site and in other marketing materials and publications. Notwithstanding the foregoing, either party may provide written consent (in such party's sole discretion) to the other party to use such party's trademarks in the other party's marketing or advertising materials.

10. Confidentiality. Integrator acknowledges and agrees that the OIP was developed at considerable time and expense by CCH and contains valuable trade secrets and confidential information of CCH. Accordingly, Integrator agrees to maintain the OIP in strict confidence and Integrator: (a) will not disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the License granted herein and such Authorized Users are told about the obligations set forth in this Agreement; and (b) will not use the OIP for any purpose not expressly authorized hereby, or permit or authorize any other person to do so. In addition, Integrator and CCH agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable law or regulation (e.g., IRS regulations), all information furnished or disclosed to the other pursuant to this Agreement, including, but not limited to, the terms of Integrator's SOW (s), the OIP, customer information, technical and financial information, business plans and information, strategic information, proposals, specifications, know-how, and any other discussions between the parties regarding other business information and/or potential business relationships (the "Confidential Information"), shall be held in strict confidence by the other party, and will not be used, made available or disclosed to any third-party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations under this Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 10 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

11. Term. This Agreement shall be effective upon Integrator's agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and this Agreement and the License granted herein shall end one year from such effective date or upon earlier termination of this Agreement in accordance with the provisions set forth below in Section 12; provided, however, that Integrator may renew this Agreement (and the rights granted to Integrator under the License) for additional one year periods, on the terms and conditions of this Agreement (subject to Section 22(h) hereof), by accepting the renewal sent by CCH, which includes paying applicable fees, if any. CCH, in its discretion and for any reason, may decide not to renew Integrator's access to the OIP; in which case, CCH will make reasonable effort to notify Integrator of this decision prior to the expiration of Integrator's then-current term. Unless otherwise authorized by CCH, Integrator must destroy all copies and component parts of the OIP licensed under this Agreement within one (1) week of the expiration or termination of this Agreement, and Integrator may be required to provide proof or certification of such destruction to CCH upon request. Upon any expiration or termination of this Agreement, the License shall immediately terminate and Integrator shall promptly stop all use of the OIP. Any Integration(s) developed or created by Integrator hereunder will only be operational during the term and to the extent that Integrator has a valid License; in the event Integrator no longer has a valid License, Integrator acknowledges that any and all such Integrations may only continue to function for Integrator and for Integrator's customers with the version of CCH Axxess that was current in the last year in which Integrator had a valid License, and may not function with any updates to or versions of CCH Axxess released after such time.

12. Termination. CCH may terminate this Agreement and the License granted hereunder, by delivering notice of termination to Integrator, if, at any time: (a) CCH has a reasonable apprehension that any Integration may interfere with, degrade, or otherwise adversely affect any feature, functionality or operation of CCH Axxess and/or any other software, system, network or data of CCH or any of its affiliates, (b) CCH has a reasonable apprehension that the information that Integrator has provided to CCH in order to obtain, maintain or renew the License is untrue, inaccurate, not current or incomplete, (c) CCH ceases making the OIP generally

available on the market or is otherwise prohibited from providing the License due to governmental, contractual or other restrictions of applicable authority, such as a court of competent jurisdiction, (d) Integrator has breached, or CCH has a reasonable apprehension of Integrator's imminent breach, of this Agreement or any other agreement between Integrator and CCH, including, but not limited to, any failure to pay any amounts due under an SOW or renewal order invoice, (e) CCH learns that Integrator does not have a license required under certain third-party intellectual property rights in place, or (f) CCH has reason to believe that Integrator or any Authorized User's use of the OIP or Integrations violates any third-party's intellectual property rights. CCH and its affiliates shall not have any liability to Integrator or Authorized Users arising from or related to the termination of this Agreement or the License as provided herein. No remedy herein conferred upon CCH is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 12 for cause, Integrator shall pay to CCH all attorney fees, collection fees, and related expenses, expended or incurred by CCH in the enforcement of any right or privilege hereunder.

13. Indemnity/Liability. Integrator shall defend, indemnify, and hold harmless CCH, CCH's successors, affiliates, agents and assigns and their respective directors, officers, employees and independent contractors (each a "**CCH Indemnified Party**") from any and all claims, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees) incurred directly or indirectly by a CCH Indemnified Party as a result of Integrator's or any Authorized User's breach of this Agreement and/or as a result of any claim, suit, judgment, settlement, or cause of action: (a) alleging the infringement, misappropriation or other violation of any intellectual property right, including any patent, design, industrial design, copyright, trade secret or trademark or other proprietary right by: (i) any Integration or the use thereof, or the combination of any Integration with any other hardware, software, system, or service, or (ii) Integrator's or any Authorized User's combination of the OIP or any portion thereof with any hardware, software, or system or service other than as set forth in the documentation provided in the OIP ; (b) alleging any breach by Integrator of the prohibition on the use of any Viral Open Source Software as provided in Section 3(f) above; (c) alleging any injury, death or property or other damage arising from or related to the performance or non-performance of any portion of the OIP or any Integration or any services provided by Integrator in connection therewith; or (d) otherwise related to or arising from Integrator's or any Authorized User's use of the OIP or any use or distribution of any Integration (including Integrator's development of any Integration) or any portion thereof by Integrator, any of Integrator's customers, or any other third-party. CCH reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Integrator.

14. EXCLUSION OF WARRANTIES AND CONDITIONS. THE OIP IS PROVIDED "AS IS". CCH AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE OIP, AND CCH AND ITS AFFILIATES MAKE NO CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS THAT THE OIP IS FREE OF DEFECTS, VIRUS-FREE, OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE OIP, ITS PERFORMANCE OR ITS FAILURE TO PERFORM. INTEGRATOR AGREES TO ASSUME ALL RISKS ASSOCIATED WITH INTEGRATOR'S AND ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE THE OIP. INTEGRATOR IS RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF INTEGRATOR'S DATA AND DATABASES SUCH AS, FOR EXAMPLE, MAKING REGULAR BACK-UPS AND VERIFYING THE RESULTS OBTAINED FROM USING THE OIP, AND CCH AND ITS AFFILIATES SHALL HAVE NO OBLIGATIONS OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH LOSS OR DESTRUCTION.

15. EXCLUSION OF LIABILITY. CCH AND ITS AFFILIATES, AND THE EMPLOYEES, OFFICERS AND/OR AGENTS THEREOF, WILL NOT BE LIABLE TO INTEGRATOR, ANY OF INTEGRATOR'S CUSTOMERS, OR ANY OTHER THIRD-PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE OIP, THE INTEGRATION OR ANY CONSTITUENT ELEMENT THEREOF, OR IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF CCH OR ANY OF THE FOREGOING PARTIES HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INTEGRATOR ACKNOWLEDGES THAT ABSENT INTEGRATOR'S AGREEMENT TO THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS, CCH WOULD NOT PROVIDE THE OIP OR ANY PORTION THEREOF. EXCEPT FOR COLLECTION ACTIONS, WHICH MAY BE BROUGHT BY CCH AT ANY TIME, NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE EVENT WHICH GIVES RISE TO THE SPECIFIC CAUSE OF ACTION. IN ANY CASE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CCH'S AGGREGATE LIABILITY TO INTEGRATOR OR ANY AUTHORIZED USER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIFTY U.S. DOLLARS (\$50.00).

16. Integration. The limitations, exclusions and disclaimers set out in this Agreement shall apply: (a) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind

of civil or statutory liability connected with or arising out of this Agreement; (b) to CCH and its affiliated companies as well as CCH's and such affiliated companies' directors, officers, employees, independent contractors and suppliers.

17. Exceptions. Some jurisdictions do not allow limitations or exclusions of certain types of damages and/or warranties and conditions. The limitations, exclusions and disclaimers set forth in this Agreement shall not apply if and only if and to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions and disclaimers.

18. Assignment and Delegation. CCH may assign this Agreement without notice to Integrator. Integrator shall not assign this Agreement or Integrator's rights hereunder without the prior written consent of CCH (such consent may be withheld or conditioned at CCH's sole discretion) and any assignment without CCH's prior written consent shall be null and void and of no effect. CCH may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

19. Nature of Relationship. This Agreement shall not create or be construed as creating a joint venture, co-ownership, partnership, or agency relationship between Integrator and CCH. Integrator has no authority to, and shall not hold itself out as having any authority to, incur, assume, or create, orally or in writing, any liability, obligation or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, CCH or any affiliate thereof.

20. Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently delivered to Integrator if delivered by hand or sent by double registered mail, courier, facsimile (provided that the receiver acknowledges receipt of the facsimile or CCH has a facsimile confirmation) or email addressed to the last address or email address provided to CCH by Integrator or its representative accepting the terms and conditions of this Agreement on behalf of Integrator. No notice shall be binding on CCH unless delivered by courier to CCH, addressed to CCH's legal department at 2700 Lake Cook Road, Riverwoods, Illinois 60015.

21. Licensing Audit. Upon CCH's written request, Integrator must furnish CCH with a signed certificate verifying that Integrator's version of the OIP is being used (a) pursuant to the terms of this Agreement; (b) only by Authorized Users; and (c) Integrator entered into agreements with its customers for use of the Integration with a provision specifically excluding CCH from liability for Integrator customer's use of the Integration. At its expense, CCH may, itself or by third-party agents, audit Integrator's compliance with the requirements of this Agreement. Any such audit will be conducted not more than once per calendar year and during regular business hours at Integrator's facilities and will not unreasonably interfere with Integrator's business activities. During any such audit CCH and its designees may (i) have access to Integrator's computer systems and records solely for the purpose of evaluating Integrator's use of the OIP, and (ii) conduct forensic reviews thereof and may interview any of Integrator's current and former employees and contractors. Any of CCH's auditors performing such an audit shall do so only after executing reasonable nondisclosure agreements reasonably satisfactory to Integrator. If CCH determines that Integrator has not paid appropriate fees as provided in this Agreement or the SOW or invoice, Integrator will be invoiced for such fees, plus an additional one and one-half percent (1.5%) monthly interest rate, or the maximum lawful amount, of the unpaid fees (dating back to the time when such fees should have been paid). Integrator shall pay (directly or by reimbursing CCH) the reasonable cost of the audit if the audit detects unpaid fees that exceed five percent (5%) of the total fees actually paid for the period so audited. This right shall not limit or preclude any additional remedies available to CCH provided by law or equity.

23. General.

(a) **Export Restrictions; U.S. Government Rights.** Integrator is advised that the OIP is subject to the U.S. Export Administration Regulations and diversion contrary to U.S. law and regulation is prohibited. Integrator agrees to not directly or indirectly export, import or transmit the OIP to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations). The OIP, including all constituent's parts thereof, are provided with "RESTRICTED RIGHTS." Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if Integrator is any agency of the government of the United States of America, then Integrator's rights in respect of the OIP shall not exceed the rights provided under this Agreement and any use, duplication or disclosure of the OIP by Integrator constitutes acknowledgment of CCH's or its licensors' proprietary rights therein and is subject to restrictions as set forth in applicable laws and regulations and in this Agreement.

(b) **Third-Party Beneficiaries.** CCH's affiliates and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purposes of Sections 13-17. Except as other specifically stated in this Section, the provisions hereof are for the benefit of the parties and not for any other person or entity.

(c) **Waivers of Default.** CCH shall not be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of CCH. CCH's waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

(d) **Survival.** The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.

Without limiting the generality of the foregoing, the provisions of Sections 1, 3 and 8-22 shall survive the termination or expiration of this Agreement.

(e) Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any conflict of laws. Integrator irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the state and federal courts in the State of New York (Manhattan) (the “**New York Courts**”) for any litigation or dispute arising out of or relating to this Agreement, (ii) agrees not to commence any litigation arising out of or relating to this Agreement except in the New York Courts, (iii) agrees not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agrees the New York Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(f) Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

(g) Customer Agreements. Each party acknowledges and agrees that, for the avoidance of doubt, neither CCH nor Integrator shall be a party to, and shall have no rights or interests with respect to, any of the other party’s customer agreements entered into between such party and a customer, even when CCH and Integrator have the same customer.

(h) Entire Agreement. This Agreement, together with the applicable SOW(s), sets forth the entire agreement between the parties with respect to the subject matter hereof, and all other prior or contemporaneous agreements are merged herein and superseded hereby. CCH may unilaterally amend this Agreement at any time, provided that CCH gives Integrator notice of any such change. If Integrator does not agree with any such changes, Integrator must immediately cease all use of the OIP and immediately notify CCH of the same and this Agreement shall terminate immediately. Integrator’s continued use of the OIP or any portion thereof after Integrator has received constructive notice of any such change shall constitute Integrator’s acceptance of this Agreement as modified. Except as expressly provided in this Section 22(h), this Agreement may not otherwise be modified or amended except in writing signed by the party against whom the amendment or modification is asserted. Any license to or subscription for CCH Axxess is governed by the CCH Axxess Master Agreement (“License Agreement”), and nothing in this Agreement shall in any way restrict CCH’s ability to enforce the terms of the License Agreement in connection with Integrator’s use of CCH Axxess.