

## **CCH Incorporated Tax & Accounting North America Research and Advisory Terms Of Use**

NOTICE: ACCESS OR USE OF THE CCH ONLINE CONTENT SERVICES REFERENCED ABOVE IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE SAID CCH ONLINE CONTENT SERVICES.

**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 “Agreement” means these Terms of Use concerning the supply of Content, Online Content, and/or Services and the applicable Order Form(s) between CCH Incorporated (or any Affiliate) and the Customer including any amendment and supplement thereto. The Agreement shall in any event consist of General Terms of Use and any appendices.
- 1.3 “Authorized User” means an individual in Customer’s company or practice who is authorized by Customer to access or use the Online Services and who is covered by an appropriate Subscription hereunder. An Authorized User does not acquire individual rights in the Online Content Services other than the right to access and use such Online Content Services on Customer’s behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement.
- 1.4 “Client” refers to any individual or business on behalf of which the Customer uses CCH Online Content Services.
- 1.5 “Content” means all works, texts, data, information or other materials including visual materials published, communicated or made available by CCH Incorporated
- 1.6 “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 All references to “you” in these terms shall refer to Customer.
- 1.7 “Customer Data” means personally identifiable information (“PII” as defined under General Data Protection Regulation) in any form or medium submitted, posted, received, downloaded, uploaded or otherwise transmitted by Customer or an Authorized User through the use of the Services, but does not include “Usage Data.” References to “Personal Data” or “Personal Information” in these terms or addendums shall refer to Customer Data.
- 1.8 “Data Protection Annex or DPA” means an addendum to these General Terms of Use, Data Protection Annex (DPA), which sets out the respective rights and obligations of Customer and CCH with respect to the processing of Personal Data. The DPA is attached as Exhibit A.
- 1.9 “Fees” means the amounts payable by Customer to CCH under the Agreement.

- 1.10 “Online Account” means the authorized access to the Online Content Services as established by CCH for use by any Authorized User, and includes the controls, permissions, and data unique to such user.
- 1.11 “Online Account Access Information” means the private access information (for example, username and password) used by each Authorized User of the Online Content Services to access his/her individual Online Account.
- 1.12 “Online Services” means the CCH Online Content Service(s) listed on an Order Form, as such Service(s) may be updated from time to time by CCH in its sole discretion.
- 1.13 “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 Online Content Services, (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 Online Content Services(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.
- 1.14 “Subscription” means the rights granted to Customer in some periodic interval by CCH to access and use the Online Content Services, pursuant to the terms of this Agreement.
- 1.15 “Usage Data” means data and information relating to Customer or an Authorized User’s use of the Services, including statistical compilations, performance information relating to Customer or an Authorized User’s provision and operation of the Services, and various information relating to how Customer and its Authorized Users access and/or use the Online Services, as well as general information about Customer’s and its Authorized Users’ computer system from which the Online Services are being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version, but does not include Customer Data.

## 2. TERM AND TERMINATION

This Agreement is effective at all times that you have access to the Online Services. The term of your access is governed by the applicable Order Form(s). If the term of your access has expired, then you shall discontinue your use of the Online Services. Your access to the Online Services, as well as the applicable Order Form, will terminate automatically without any prior notice from CCH if you violate the “Authorized Use and Restrictions” section of this Agreement. Your access to the Online Services, as well as the applicable Order Form, may be terminated by CCH upon prior written notice if you fail to materially comply with any other provision of this Agreement or such Order Form and fail to remedy such failure within thirty (30) of the date of such written notice. Upon termination, you will no longer be permitted access to any Online Services and your Online Account Access Information will be deactivated. You must also immediately discontinue use of any hyperlinks to the Online Services. Termination will not affect CCH’s entitlement to any sums due related to the Online Services, and you will not be entitled to any refund of any portion of the fees paid.

## 3. FEES AND PAYMENT TERMS

- 3.1 Fees. Customer must pay to CCH the fees for the Online Services as set forth in the Customer Agreement or order form. Additional Fees, as documented on an Order Form, may be charged for additional services. Customer agrees to pay all fees due to CCH within thirty (30) days of the invoice date.

- 3.2 Payment Methods. Unless otherwise specified in the order form, invoice, or written mutual agreement between the parties, all fees will be due and payable within thirty (30) days of the date specified in the invoice. Payment for Fees shall be made by ACH. Notwithstanding the preceding, payments made by credit card may be subject to processing fees.
- 3.3 Additional Payment Terms. CCH may 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. Payment by credit card may be subject to additional processing fee(s). In addition (and further pursuant to the “Suspension of Access” section below), CCH, in its discretion, may suspend or deny access to the Online Services or to any other CCH application, software and/or any services provided under this Agreement or any other CCH agreement, if any invoice is outstanding and, CCH may charge a fee to reinstate access to the Online Services, software, updates, application and/or services to the extent a suspension or denial of access was instituted by CCH as a result of Customer failure to timely pay any fees when due. Except as may be specifically set forth in the Agreement, Customer’s payment obligations under any Customer Agreement or order forms are non-refundable and cancellation of the Agreement is not permitted. ALL SALES ARE FINAL.

#### 4. AUTHORIZED ACCESS, USE, AND RESTRICTIONS

- 4.1 Access. This Agreement applies to access to and use of the Online Services and does not alter in any way the terms and conditions of any other agreement you may have with CCH for other products, software, services or otherwise, unless otherwise agreed to in writing by CCH. Customer is permitted access to the Online Services if they remain an Authorized User pursuant to an Agreement or Order with CCH and shall be permitted access only to those Online Services expressly made available to pursuant to the applicable Agreement(s) or Order(s). If you are not an Authorized User, you must immediately cease all use of the Online Services. If you do not agree to all of terms of use contained herein, you may not access, browse and/or use the Online Services. The material provided through the Online Services is protected by law, including, but not limited to, United States copyright law and international treaties. You agree not to share your username, password, IP-based access, or any other method of accessing your account with any other individual. You are solely responsible for all activity conducted through your account, whether authorized by you. If you suspect that your login credentials have been lost, stolen, or used without authorization, you must immediately notify the appropriate customer support team for the Online Services.
- 4.2 Use. The Online Services are licensed to you and your use is restricted as set forth herein. Customer acknowledges that (i) the Online Services are not purchased primarily for personal, family, or household purposes and (ii) the Online Services will be used for business purposes only. The Online Services and the materials therein may only be used for your internal management, research, reference and informational purposes or for providing professional services to your clients (collectively, the “**Authorized Use**”). Except where expressly provided for in this Agreement, outlined in the “Permissions” section or expressly permitted through the documented functionality of the Online Services, all other use as outlined in the “Restrictions” section is prohibited.
- 4.3 Restrictions. Customer agrees to use the Online Services solely as expressly permitted under this Agreement. Without limiting the foregoing, Customer shall not, and shall not permit any third party to (i) redistribute or commercially exploit any portion of the Online Services, including by means of resale, sublicensing, publication, transfer, or use in a service bureau, time-sharing, or similar arrangement; (ii) reverse engineer or modify the Online Services, including any attempt to decompile, disassemble, translate, or otherwise derive source code or underlying ideas or algorithms; (iii) automate access or extract data from the Online Services, including by uploading, downloading, copying, scraping, monitoring, collecting, or ingesting content in whole or substantial part using automated tools (e.g., robots, spiders, bots) or manual processes, or by storing any portion of the Online Services in a third-party application; (iv) create archives of the Online Services or any portion thereof; (v) use for development

purposes, including to create, train, or improve any software, models, or tools (whether Customer's or a third party's), including for machine learning, artificial intelligence, or similar technologies; (vi) access unauthorized areas, including any attempt to access systems, data, or content beyond the specific portions of the Online Services made available to Customer under this Agreement; (vii) interfere with operations, including by using any device, software, or routine to disrupt or attempt to disrupt the proper functioning of the Online Services, or by imposing an unreasonable or disproportionately large load on the infrastructure supporting the Online Services; (viii) send unsolicited communications, including spam or other unauthorized messages, to users of the Online Services.

4.3.1 Text and Data Mining Prohibited. Further, the Online Services may not be used for text and data mining within the meaning of Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC, European Union (EU) and the laws and regulations implementing, replacing or supplementing these directives, when applicable (the "Directive", and collectively, the "Directive on Copyright in the Digital Single Market"). This Section 1(b) shall be construed as a reservation made by CCH as an authorized entity within the meaning of Article 4(3) of the Directive.

4.3.2 Framing and Linking. You may not, without the prior written consent of CCH, use framing techniques to enclose any Online Service or any CCH Trademark, logo or trade name or other proprietary information including the images found on the Online Services, the content of any text or the layout/design of any page or any form contained on a page. Links to third-party websites on the Online Services are provided solely as a convenience to you. If you use these links, you will leave the Online Services. CCH has not reviewed, does not control, and is not responsible for any third-party websites, their content, or their policies, including privacy practices. CCH does not endorse or make any representations about third-party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Online Services, you do so entirely at your own risk. You acknowledge and agree that CCH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third-party websites.

4.4 Application Programming Interfaces (APIs). CCH may license or make available to Customer from time-to-time application programming interfaces which may include, without limitation, integrator keys, tools, sample code and other code, information and materials (collectively, "APIs") for the sole and limited purpose of Customer creating integrations consistent with Authorized Use to programmatically interact with the Online Services ("Integrations"). The APIs are deemed part of the Online Services and subject to the terms of this Agreement. Notwithstanding, CCH is not obligated to provide any Support in respect of the APIs, including any updates to the APIs. Any services provided in respect of the use of any APIs and creation of any Integration is subject to payment of additional fees. Use of any Integrations with the Online Services is limited to time periods during which Customer maintains an active subscription to the Online Services. Customer will not develop any Integration that is not consistent with Authorized Use or could be subject to any "Viral Open-Source License" and will not incorporate, link to or use any Viral Open-Source Software in any manner in the Integration. "Viral Open-Source Software" means software that is or is intended to be subject to any Viral Open-Source License. "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; or (iii) is a license designated by the Free Software Foundation as "GPLcompatible" (a list of which is currently set forth at <http://www.gnu.org/licenses/license-list.html>). Customer will promptly inform CCH of any

unauthorized use or disclosure of integrator keys provided as part of any API. CCH has the right to disable any Integration from interacting with the Online Services if CCH has a reasonable apprehension that any Integration may not be consistent with Authorized Use or may interfere with, degrade, or otherwise adversely affect any feature, functionality, or operation of the Online Services and or any related CCH system.

- 4.5 Permissions. You may (i) make printouts of and distribute materials from the Online Services to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), (ii) download, store and distribute (including by emailing through the functionality of the Online Services) insubstantial amounts of select materials from the Online Services (in machine-readable form), so long as such downloading, storing and distributing is consistent with the Authorized Use, (iii) quote and excerpt insubstantial amounts of materials from the Online Services in memoranda, briefs and similar work created by you in the ordinary course of your research and work consistent with the Authorized Use and (iv) create a "hypertext" link to this Online Service provided that such link does not portray CCH or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use the materials from the Online Services in any manner not expressly permitted by this Agreement, you may request written permission from CCH by giving to CCH a written description of the intended use and such other information as CCH may request. Only an authorized representative of CCH may grant such permission. The granting of such a request may entail payment of an additional fees. These Permissions may be modified or revoked at any time for any reason whatsoever.
- 4.6 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 the Online Services, software, application and/or CCH's provision of any services 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, harm or where there is a misuse of the Online Services, software, CCH application, server, network or other system 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 which requires immediate action 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 the Online Services, software, application and/or CCH's provision of 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 as set forth in this section.

## 5. INTELLECTUAL PROPERTY

- 5.1 Copyrights. All Online Service materials, including, without limitation, text, pictures, graphics, Data and other files and the selection and arrangement thereof are copyrighted materials of CCH or its licensors, all rights reserved. CCH makes no claim to any underlying original U.S. government works. Except for the Authorized Use or as expressly permitted as described in the "Permissions" section, you may not copy, modify or distribute any of the Online Service materials. You may not "mirror" any material contained on the Online Services on any other server. All copyright notices, disclaimers, and other legal notices must remain intact and unaltered. Any unauthorized use of any material contained on the Online Services may

violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

- 5.2 Trademarks. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “**Trademarks**”) used and displayed on the Online Services are registered and unregistered trademarks, service marks and/or trade dress of CCH or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Services is granted to you.
- 5.3 Digital Millennium Copyright Act ("DMCA") Notice. Certain materials on the Online Services are from third parties not within CCH’s control. CCH is under no obligation to, and does not, scan such third-party content used in connection with the Online Services for the inclusion of illegal or impermissible content. However, CCH respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party’s copyright. CCH may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others. If you believe any materials on the Online Services infringe a copyright, you should provide us with written notice that at a minimum contains: (i) A physical or electronic signature (i.e., “/s/ (print name)”) of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s); (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (vii) Include the following statement: “I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law.

All DMCA notices should be sent to our designated agent as follows:

Designated Agent for  
CCH Incorporated  
Attention: Associate General Counsel  
28 Liberty Street, 43rd Floor  
New York, NY 10005

## 6. DATA USE, TRANSMISSION, AND PROTECTION

- 6.1 Data Use and Transmission Related to the Online Services. The Online Services are not intended for storing or transmitting confidential or personally identifiable Customer, User or Client information, and users should avoid using them for that purpose. Users may input data such as search terms and usage information (“Customer and/or Usage Data” as defined) which CCH may collect. If this such Data can be linked to a specific user, CCH will protect it with reasonable care and restrict access to authorized personnel only. CCH may use such Data for various purposes, including managing the Agreement, providing support, complying with legal obligations, improving services, and marketing. It may also use the Usage Data for internal operations, risk management, and analytics. 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/or 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. Any new features, functionalities and automations for any CCH products and/or services, including all underlying engines and algorithms therein or related thereto, shall always remain the property of CCH and its licensors and Customer shall have no right, title or interest therein. 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. Any public sharing of such Data will be done in an aggregated, anonymized form. These practices are also subject to additional terms in the Data Protection Annex.

- 6.2 **Data Protection.** The terms set forth in the Data Protection Annex as presented in Exhibit A, or such other website address as may be notified to you from time to time apply to the extent that CCH processes Personal Data about you or on your behalf that is subject to Data Protection Laws (as defined in the Data Protection Annex) and such terms are incorporated into this Agreement. In the event of conflict between any provision in the Data Protection Annex and this Agreement, the Data Protection Annex will control with regard to the conflict. CCH may, in its sole discretion and as permitted by the Data Protection Laws, amend or replace the Data Protection Annex at any time without notice to you and you should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals. CCH shall not be held in breach of any obligations that it may owe under the Additional Terms or this Agreement as a result of complying with the Data Protection Annex.

- 7. REMOVAL OF CONTENT, REPLACEMENT OF PLATFORM AND CHANGES TO TERMS OF USE.** Notwithstanding anything in this Agreement or the applicable Customer Agreement to the contrary, CCH may, at any time, (i) remove content accessible through the Online Services, (ii) replace the electronic platform on which content is made available, and (iii) revise this Agreement and the terms of use contained herein, and any terms of use applicable to specific content, products or features accessible on the online services as set forth below. CCH may provide 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.

- 7.1 If CCH removes a publication (other than for purposes of updating content) from the Online Services that was accessible to you pursuant to a Customer Agreement, CCH will, at its option, substitute a reasonably equivalent publication in the Online Services or issue a credit against paid fees under the applicable Customer Agreement (determined in CCH's discretion), to reflect the removal of the publication and the period of time remaining in your then-current subscription or for eBook purchases based on the price of the eBook amortized over a five-year period, as applicable.
- 7.2 CCH reserves the right to replace or discontinue any electronic platform on which content is made available. Any replacements will be made with a platform of comparable function. If CCH discontinues any electronic platform on which content is made: (i) as to content currently under unexpired subscriptions, CCH will issue Customer a credit against paid fees under the applicable Customer Agreement to reflect the discontinuance of the platform and the period of time remaining in the subscription, and (ii) as to purchased eBooks on the electronic platform, CCH will provide Customer with the opportunity to download the number of copies of the applicable eBooks purchased for use in accordance with the Customer Agreement and the Authorized Use provisions of these terms of use. CCH will endeavor to provide reasonable notice before any replacement or discontinuance of any electronic platform.
- 7.3 CCH may revise this Agreement from time to time without notice by updating these terms and publishing them at this site. By using the Online Services, you agree to be bound by any such revisions, effective as of the next succeeding renewal of a Customer Agreement to which Customer is bound, with the

exceptions of such revisions made due to changes in data use, state, federal, and international law, vendor/supplier policies, or licensors' applicable license terms, which shall be applicable immediately.

## 8. CONFIDENTIALITY

The Parties shall not, without the prior written consent of the other party, use or disclose any of the terms and conditions of this Agreement, including any pricing information, or any of the other party's non-public or proprietary information or data ("**Confidential Information**") obtained during the negotiation or performance of this Agreement for any purpose except as necessary to implement or perform this Agreement. The parties shall protect such Confidential Information using the same standard of care as each party uses to protect its own confidential information but in no event less than a reasonable degree of care. Each party shall limit access to such Confidential Information to its employees and independent contractors who have a need to know such information in connection with fulfilling their responsibilities to such party. Each party shall be responsible for ensuring that such employees and independent contractors comply with the terms of this section and for any non-compliance by such individuals. The foregoing obligations regarding confidentiality shall not apply to (i) information in the public domain through no fault of the receiving party, (ii) information previously known without obligation of confidentiality by the receiving party prior to disclosure by the other party, (iii) information rightfully learned from a third party not under restriction of disclosure, or (iv) information disclosed pursuant to court order, judicial subpoena or requirement of government authority, and unless prohibited by law, with reasonable prior notice given to the party owning the information.

## 9. INDEMNIFICATION.

Except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CCH, its licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your performance of services for your clients, (ii) your unauthorized use of any content or materials available on or through the Online Services, or (iii) your input, upload or posting of any data or content to any Online Service. CCH reserves the right, at its discretion, to assume or participate in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without CCH's prior written consent unless such settlement includes a complete release of CCH from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, CCH. Notwithstanding the foregoing, where Customer is statutorily prohibited by state law or governance from complying with such requirements, this provision shall apply only to the extent that it does not conflict with Customer's jurisdictionally applicable law or governance.

## 10. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

10.1 USER RESPONSIBILITY; PROFESSIONAL ADVICE. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT OR OUTPUT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. CCH AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

10.2 WARRANTY DISCLAIMER. THE ONLINE SERVICES, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT



ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CCH AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, INFORMATIONAL CONTENT, ACCURACY, RELIABILITY, CURRENTNESS, OR COMPLETENESS.

10.2.1 Operations. CCH AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE ONLINE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE MATERIALS ON THE ONLINE SERVICES OR ANY OTHER WEBSITE LINKED TO THE ONLINE SERVICES. THE MATERIALS ON THE ONLINE SERVICES MAY BE OUT OF DATE, INCOMPLETE, OR OTHERWISE INACCURATE AND CCH MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE ONLINE SERVICES. THE ONLINE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; YOU ACKNOWLEDGE THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET. CCH DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE ONLINE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CCH DOES NOT WARRANT THAT THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

10.2.2 AI Outputs. OUTPUTS GENERATED THROUGH AI-ENABLED FEATURES ARE NOT TESTED, REVIEWED OR VERIFIED BY CCH OR ENDORSED OR GUARANTEED TO BE CURRENT, ACCURATE OR COMPLETE. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS AND AUTHORIZED USE.

### 10.3 LIMITATION OF LIABILITY.

10.3.1 IN NO EVENT WILL CCH AND ITS LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE ONLINE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10.3.2 WHILE YOUR USE OF THE ONLINE SERVICES IS AT YOUR OWN RISK, IF ANY COVERED PARTY SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APPLICABLE CUSTOMER AGREEMENT OR YOUR USE OF THE ONLINE SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED (I) FOR THE ONLINE SERVICES SOLD ON A SUBSCRIPTION BASIS, THE AMOUNT OF FEES PAID TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT IN THE SIX MONTHS PRECEDING THE CLAIM, OR (II) FOR EBOOK PURCHASES, THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SUBJECT EBOOKS TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, CCH AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

## 11. ADDITIONAL TERMS AND DISCLAIMERS

- 11.1 Trial Use. If you are accessing the Online Services or Content on a trial basis authorized by CCH, your use is limited solely to evaluating its suitability. All trial use is subject to the terms and conditions of this Agreement, including the Authorized Use and Restrictions, as well as any pre-release agreement. In the event any conflict exists between the pre-release agreement and provisions of this Agreement, the provisions of this Agreement shall prevail with respect to the use of the Online Services or Content. Unless a Customer Agreement is initiated, upon the conclusion of the trial period, you must: (i) cease all access to and use of the Online Services and trial Content; (ii) Delete all copies of content or derived data from your systems and ensure deletion from any other systems where such content was stored; and (iii) at your own expense, destroy or return to CCH any physical copies of the content in your possession.
- 11.2 Financial Accounting Foundation (FAF) and Financial Accounting Standards Board (FASB) Content. Customers and Authorized Users are prohibited from using materials copyrighted by FASB or FAF in any college, university, or post-secondary academic courses. FASB and FAF are express third-party beneficiaries of this Agreement, and Customer agrees to indemnify, defend, and hold them harmless from any misuse of the Online Services by Customer or its Authorized Users.
- 11.3 Other Third-Party Content. The Online Services may provide access to third-party content ("**Third-Party Content**") via links or embedded functionality. By using such features, you direct CCH to retrieve and transmit Third-Party Content to you. CCH does not control and is not responsible for the accuracy, legality, quality, or safety of Third-Party Content, and makes no representations or warranties regarding it. CCH may block or disable access to any Third-Party Content at any time. Accessing such content does not imply endorsement, affiliation, or legal relationship with the third-party provider. Your use of Third-Party Content is at your own risk and subject to the applicable third-party terms. Licensors of Third-Party Content are beneficiaries of this Agreement, and Customer agrees to indemnify, defend, and hold them harmless from any misuse of the Online Services by Customer or its Authorized Users.
- 11.4 Educational Content and Transactions. The Online Services may include Continuing Professional Education (CPE) Content, such as: (i) Webinar registration and live streaming (e.g., webinars, groupcasts), (ii) Downloadable audio/video courses and presentation materials, (iii) Downloadable publications. CCH may utilize third-party platforms or providers to deliver such CPE Content.
- 11.4.1 Additional Purchases. CCH may offer products and services for purchase through the Online Services or other sales channels (e.g., phone, mail, telemarketing). By initiating a purchase ("**Transaction**"), you may be required to provide payment and billing information. You represent and warrant that you are authorized to use any payment method provided. Products or services purchased may not be resold.
- 11.4.2 Consent to Share. By submitting such information, you authorize CCH to share it with third parties as necessary to complete the Transaction. CCH may verify information before processing any Transaction and reserves the right to: (i) Limit or discontinue products or services; (ii) Refuse or condition promotions; (iii) Restrict users from making Transactions; or (iv) Decline to provide products or services. By participating in or requesting CPE credit for CPE Content, you authorize CCH to share relevant information as necessary with third-party platforms, providers or governing bodies to deliver requested Content or CPE credits.
- 11.5 Usage Data Collected by Mouseflow. The Online Services may utilize the Mouseflow tool to collect data for product improvement purposes. Mouseflow may capture such user interactions such as clicks, mouse movements, scrolling, non-sensitive form inputs, pages visited, time spent on site, browser and device details, screen resolution, visitor type (new or returning), referrer, anonymized IP address, and general location (city and country). Mouseflow does not collect data from pages where it is not installed and does not track activity outside of the user's web browser.

11.6 Wolters Kluwer Canada Limited. The following provisions are applicable only to Agreements in Canada, and do not apply to Online Content Services sole in other jurisdictions.

11.6.1 The parties acknowledge that they have required that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.*

11.6.2 This Agreement shall be interpreted in accordance with, and governed by, the laws of the Province of Ontario, Canada.

11.7 E-Books and Digital Journals ("Digital Content"). NOTE THAT DIGITAL CONTENT IS NON-RETURNABLE AND NON-REFUNDABLE ONCE PURCHASED.

11.7.1 You may: copy, paste, or print up to twenty-five (25) pages of text of any Digital Content every seven (7) days unless otherwise stated. Exceptions to this rule would be noted in the product description on CCHCPELink.com; annotate the text contained in any Digital Content.

11.7.2 You may not: modify, alter, revise, create derivative works, or otherwise change any Digital Content; share, move, copy, reproduce, network, or otherwise transfer any Digital Content to any computer or other device of any other person; export or re-export Digital Content in violation of any applicable U.S. export laws, rules or regulations.

11.7.3 Some Digital Content may not remain available for viewing from your Digital Content library; if for example, CCH no longer has the necessary rights or other licenses, consents, or permissions to that Digital Content or has otherwise determined to no longer make such Digital Content available. Digital Content already viewable by you will not be affected.

## 12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.1 Customer irrevocably and unconditionally: (i) Consent to the exclusive jurisdiction of the state and federal courts located in the State of New York ("New York Courts") for any dispute arising out of or relating to this Agreement; (ii) Agree not to initiate any such litigation in any forum other than the New York Courts; and (iii) Waive any objection to the New York Courts as an inconvenient forum.

12.2 Exceptions. Notwithstanding the foregoing, where Customer is statutorily prohibited by state law or governance from complying with such requirements, the following exceptions shall apply:

12.2.1 If the applicable Customer Agreement specifies a different governing law, that law shall apply, and the courts of that jurisdiction shall have exclusive jurisdiction.

12.2.2 If Customer is a U.S. state or local government entity, the laws and courts of that state shall govern and have exclusive jurisdiction.

12.2.3 If Customer is a U.S. federal government entity, U.S. federal law shall govern. Where federal law permits, New York law shall apply, and the federal courts in New York County, New York shall have exclusive jurisdiction.

### 13. MISCELLANEOUS

- 13.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, such provision shall be construed to reflect the original intent of the parties as closely as possible, and the remaining provisions shall remain in full force and effect.
- 13.2 No Waiver. The failure of CCH to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged in writing by CCH.
- 13.3 Third-Party Beneficiaries. This Agreement shall inure to the benefit of, and may be enforced by, any third party that has licensed materials to CCH for use in the Online Services.
- 13.4 Assignment and Transfer. CCH may assign this Agreement, in whole or in part, at any time without notice. Customer may not sublicense, assign, sell, or transfer this Agreement or any rights or obligations under it without prior written consent from CCH, which shall not be unreasonably withheld. Any change in Customer's ownership or control, including by merger, reorganization, or sale of substantially all assets or stock, shall be deemed an assignment. Transfers without prior notice and written consent shall constitute a material breach. If CCH consents to any such transfer, Customer's payment obligations shall remain non-cancellable and non-refundable for the remainder of the term, unless otherwise stated herein. Customer acknowledges that CCH's rights under this Section are essential to this Agreement.
- 13.5 Export Compliance. You agree to comply with all applicable export control and economic sanctions laws and regulations. You shall not export, re-export, transfer, or make available the Online Content Services or Services to any person, entity, or jurisdiction subject to comprehensive sanctions by the United States, European Union, United Nations, or United Kingdom, or to any person with whom such transactions are prohibited. CCH reserves the right to restrict access to the Online Content Services or Services where such access would violate applicable law.
- 13.6 Force Majeure. CCH shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, government actions, war, terrorism, natural disasters, labor disputes, power failures, telecommunications or internet service interruptions, equipment failures, or shortages of supplies.
- 13.7 Waiver of Jury Trial. To the fullest extent permitted by applicable law, each party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions it contemplates.
- 13.8 Consent to Electronic and Debt-Related Communications. Customer consents to receive electronic communications from CCH and its affiliates, including notices regarding fees, transactions, service updates, and any obligations to pay money ("Debt") related to products or services under this Agreement. These communications may be delivered via email, phone calls, text messages, or voice messages, at any time, including outside standard business hours. This consent includes communications related to billing, payment reminders, and debt collection.
- 13.9 Non-Disparagement. Customer agrees not to make any statements or engage in conduct that could harm the reputation, business, or goodwill of CCH. Any such conduct shall constitute a material breach of this Agreement. This provision does not restrict Customer from making disclosures required or protected by applicable law.
- 13.10 Government Restricted Rights. If the Customer is a U.S. government organization, then the materials on the Online Services are provided to U.S. government users with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Customer Agreement. Use of the materials by the government constitutes acknowledgment of CCH's or other owner's proprietary rights in them.

## 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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