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1. LICENSE, RESTRICTIONS & OWNERSHIP

1.1. **License.** Subject to the terms and conditions of this Agreement, CCH SFS grants to End User a limited, nontransferable, nonexclusive right and license to use the Software solely for the purpose of performing internal accounting functions and recording without any further right to use, sublicense, distribute, transfer or transmit the Software.

1.2. **Back-up Copies.** End User may make a copy of the Software solely for back-up purposes. All copies of the Software, including translations, compilations and partial copies are governed by this Agreement.

1.3. **Restrictions.** End User must not do, or attempt to do, or permit others to do, any of the following: (a) copy, modify or create derivative works of the Software in any way, except as permitted in subsection 1.2; (b) remove or modify CCH SFS's copyright notices, trademark, logo, legend or other notice of ownership from any originals or copies of the Software; (c) access, view, read, modify, reverse compile, reverse assemble, disassemble or print the Software's source code, object code, components, or other runtime objects or files distributed with the Software; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Software; (e) defeat, disable or circumvent any protection mechanism related to the Software; (f) rent, lease, distribute (or redistribute), provide or otherwise make available the Software, in any form, to any third party; (g) share use or access of the Software with other practitioners (including outsourcers performing work for End User); (h) create any "links" to or "frame" or "mirror" the Software or any portion thereof; or (i) violate or attempt to violate the security of CCH SFS or its affiliates' networks or servers, including (x) accessing data not intended for End User or log into a server or account which End User is not authorized to access; (y) 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 (z) attempting to interfere with, damage or adversely affect service or access to any user, host or network, including by means of submitting or installing a virus, malware, trojan horses, overloading, flooding, spamming, mail bombing or crashing.

1.4. **Unauthorized Acquisition.** CCH SFS prohibits anyone from using the Software or any other software from CCH SFS that has been improperly obtained and/or accessed.

1.5. **Reservation of Rights & Ownership of Developed Materials.** CCH SFS, its affiliates, and any applicable licensors, retain all intellectual property and other rights in the Software (including, without limitation, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software, which are protected under United States intellectual property laws and international treaty provisions). Unauthorized use of any of the Software will result in cancellation of this Agreement as well as possible civil damages and criminal penalties. End User is not permitted to use the trade or service marks of CCH SFS or any of its affiliates in End User's announcements, advertising or other materials. End User acknowledges and agrees that CCH SFS's and its affiliates and any applicable licensors' retention of contractual and intellectual property rights is an essential part of this Agreement. CCH SFS and its affiliates and any licensors (as applicable) will own and End User hereby assigns to CCH SFS all rights in: (a) any copy, translation, modification, adaptation or derivative work of the Software, including any improvement or development thereof, whether or not developed by or for the End User; and (b) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of End User.

1.6. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is provided with RESTRICTED RIGHTS. Any use, duplication or disclosure of the Software 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 will apply. The name of the manufacturer is Universal Tax Systems, Inc. d/b/a CCH Small Firm Services, 225 Chastain Meadows Ct. NW, Suite 200, Kennesaw, GA 30144. If End User 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 End User hereby agrees to protect the Software from public disclosure and to consider the Software 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 reproduction or use of the Software.

2. TERM & TERMINATION

2.1. **Termination.** CCH SFS may terminate this Agreement and the License granted hereunder upon thirty (30) days prior written notice to the other party. End User may terminate this Agreement in accord with CCH SFS's Refund Policy found here: **Customer Support Site Legal (atxinc.com).** CCH SFS, in its sole discretion, may terminate this Agreement, and the License provided hereunder, immediately, without notice if End User breaches any terms or conditions of this Agreement. Termination of this Agreement will not affect any remedies available to CCH SFS by law or equity.

2.2. **Post-termination.** Upon termination End User will cease all further use of the Software and at CCH SFS's direction, either return to CCH SFS, or confirm to CCH SFS as destroyed, all copies of the Software. Upon request of CCH SFS, End User will certify in writing to CCH SFS that it has destroyed or returned all copies of the Software and that End User is no longer using the Software.

2.3. **Survival.** The following sections will survive termination of this Agreement: subsections 1.3, 1.5, 1.6, and Sections 2, 3, 4, 5, and 6.

3. END USER'S RESPONSIBILITY AND WARRANTIES

3.1. End User understands, agrees and acknowledges that:

3.1.1. Use of the Software does not relieve End User of responsibility for the preparation, content, accuracy (including computational accuracy), and review of work product generated by End User while using the Software;

3.1.2. End User will review any work product made by the Software and ensure that all such work product is accurate and correct;

3.1.3. End User will retrieve in a timely manner any electronic communications made available to End User by CCH SFS;

3.1.4. End User will neither inquire nor rely upon CCH SFS for tax, accounting, legal or other professional or expert advice of any kind. CCH SFS and its affiliates expressly disclaim any representations or warranties that End User's use of the Software will satisfy any statutory or regulatory obligations, or will assist with, guarantee or otherwise ensure compliance with any applicable laws or regulations; and

3.1.5. End User is fully and solely responsible for: (a) selection of the Software to satisfy End User's business needs and achieve End User's intended results; (b) use of the Software; (c) all results obtained from, or in connection with, the Software; (d) selecting, obtaining and maintaining all hardware, software, Internet service, and other equipment and utilities needed for access to and use of the Software, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, computer equipment or services used with the Software.

3.2. **Representations.** End User represents, warrants and covenants that:

3.2.1. End User has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that this Agreement constitutes a valid and binding obligation of End User;

3.2.2. End User is licensing the Software solely for End User's own use;

3.2.3. End User will not use the Software to create a product or service that competes with CCH SFS or the Software;

3.2.4. End User is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to End User and its business, including, without limitation, all rules, regulations and procedures of the Internal

Revenue Service;

3.2.5. End User has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all data, information, records or files that are uploaded and/or stored on CCH SFS's networks or servers by, or on behalf of, End User; and

3.2.6. End User will not otherwise violate the rights of any third party while using the Software.

3.3. **Indemnification.** End User agrees to indemnify and hold harmless CCH SFS, 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, but not limited to, clients/customers of End User, IRS and the United States government and state taxing authorities) relating to: (a) End User's breach of any of its obligations, representations and/or warranties under this Agreement; or (b) End User's use of the Software.

4. CCH SFS WARRANTIES

4.1. **LIMITED WARRANTY.** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CCH SFSCCH SFS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. END USER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. CCH SFSCCH SFS DOES NOT WARRANT THAT USE OR OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT ALL APPLICATION DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE WILL PROPERLY OPERATE ON ANY SPECIFIC OPERATING SYSTEM OR COMPUTER HARDWARE OR CONFIGURATIONS OR BEFORE/AFTER ANY SPECIFIC DATE OR TIME PERIOD. END USER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SOFTWARE AND CCH SFSCCH SFS WILL HAVE NO LIABILITY THEREFORE. NO EMPLOYEE OR AGENT OF CCH SFSCCH SFS OR ANY OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

4.2. **Limitation of Liability and Damages.** CCH SFS (AND ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, AND LICENSORS) WILL HAVE NO LIABILITY TO THE END USER OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF END USER) 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 AND/OR THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY VIOLATION OF CCH SFS' INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. **THE TOTAL LIABILITY OF CCH SFS (AND ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, AND LICENSORS) TO END USER OR ANY THIRD PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT AND/OR THE SOFTWARE FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES FOR THE SOFTWARE PAID HEREUNDER BY END USER OR $5, WHICHEVER IS GREATER.** CCH SFS is not an insurer with regard to performance of the Software. End User agrees to assume the risk for: (a) all liabilities disclaimed by CCH SFS contained herein, and (b) all alleged damages in excess of the amount of the limited remedy provided hereunder. The allocations of liability in this subsection 4.2 represent the agreed, bargained-for understanding of the parties and CCH SFS'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.

4.3. **Third Party Products.** The Software may contain code, content, features, functionality and components that are provided by third-parties. In addition, other products or services used in connection with the Software may be offered through CCH SFS but will be provided by third-parties. Any such third-party products or services shall be provided "AS IS" without warranty of any kind by CCH SFS. All rights and obligations with respect to any such third-party products or services shall be governed exclusively by the terms and conditions of agreements provided by suppliers of said third-party products and services and End User hereby releases CCH SFS from all liability and responsibility with respect thereto

5. DISPUTE RESOLUTION

5.1. **Jurisdiction.** End User 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, and shall be treated as if executed and performed in New York, New York. 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 End User specifically consenting to extraterritorial service of process for that purpose.

5.2. **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 ORDR FORM OR THE SUBJECT MATTER HEREOF OR THEREOF.

5.3. **Remedies.** End User acknowledges that the Software and other proprietary information of CCH SFS are unique and that, in the event of any breach of this Agreement by End User, CCH SFS may not have an adequate remedy at law, and will be entitled to seek enforcement of its rights hereunder by an action for damages and/or specific performance and/or 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 will 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.

5.4. **Notices.** All notices, demands, consents or requests given by a party hereto will be in writing and sent by delivery via a third party, nationally recognized overnight express mail service, addressed to either End User's billing address or CCH Small Firm Services, Attn: Legal Department, 225 Chastain Meadows Ct. NW, Suite 200, Kennesaw, GA 30144.

5.5. **Enforcement.** End User will pay all of CCH SFS' attorneys' fees and costs and expenses incurred in the enforcement of any of the provisions of this Agreement.

5.6. **Waiver.** CCH SFS's failure or delay to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by CCH SFS of such condition 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, will operate as a waiver or legally bar CCH SFS from enforcing any right, remedy or condition. A waiver made in writing 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.

6. MISCELLANEOUS

6.1. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement, understanding and representation, express or implied, between End User and CCH SFS with respect to the Software to be furnished hereunder; 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). Oral statements made about the Software will not constitute warranties, will not be relied on by End User, and will not be binding or enforceable. No supplement, modification or amendment of this Agreement will be binding.

6.2. **Export Restrictions.** End User is advised that the Software is subject to the U.S. Export Administration Regulations and diversion contrary to U.S. law and regulation is prohibited. End User agrees to not directly or indirectly export, import or transmit the Software 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). Additionally, End User agrees to not directly or indirectly export, import, transmit or use the Software contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. End User represents and agrees that neither the United States Bureau of Industry and Export Administration nor any other governmental agency has issued sanctions against End User or otherwise suspended, revoked or denied End User's export privileges.

6.3. **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 SFS and End User shall be the only parties entitled to enforce the rights set out in this Agreement.

6.4. **Assignment.** Neither this Agreement, the License granted hereunder nor the Software may be sublicensed, assigned, sold, hypothecated, or transferred by End User without the prior written consent of CCH SFS. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement without the prior written consent of CCH SFS will automatically terminate the rights granted hereunder and will be void and of no effect. End User agrees that CCH SFS's retention of these contractual and other legal rights is an essential part of this Agreement.

6.5. **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.

6.6. **No Construction Against Drafter.** Each of the parties hereto acknowledges that it has had the opportunity to be represented by independent counsel of its choice prior to entering into this Agreement. As a consequence, the parties agree that in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

6.7. **Force Majeure.** Neither party hereto shall 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 the reasonable control of such party 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 or Internet services, vandals, hackers or other event beyond such party's reasonable control.

6.8. **Feedback**. End User agrees that CCH SFS may use End User's feedback, suggestions, or ideas in any way, including, without limitation, in future modifications of the Software, other products or services, advertising or marketing materials. End User grants CCH SFS a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback that End User (including any authorized user, client or other person or entity acting through or on behalf of End User) provides to CCH SFS in any way.

6.9. **No Professional Advice**. CCH SFS is not in the business of providing accounting, tax, financial or other professional services or advice. Consult the services of a competent professional when assistance of this nature is needed.

6.10. **Modification/Replacement of Software.** CCH SFS reserves the right, in its sole discretion and without first consulting with End User, to discontinue or modify the Software for any reason. However, if the Software is discontinued during the term of a License granted hereunder, then CCH SFS will, in its discretion, either: (a) continue to provide Support for the discontinued Software for the remainder of the then current License term; (b) provide a pro-rata refund of the license fees paid for the discontinued Software; or (c) replace the discontinued Software for the duration of the License term with a successor product having equal or greater functionality (with CCH SFS reserving the right to charge extra fees for any such greater functionality). If End User purchases Software that is discontinued prior to its shipment to End User, CCH SFS will provide End User a refund of the fees paid toward such Software.

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