

END USER LICENSE AND SERVICES AGREEMENT

Please read the following terms and conditions carefully before acceptance. By doing so, you are agreeing to adhere to these terms and conditions which thereby allow you to lawfully download, install, and use this software and the integrated services.

Important: This software is a proprietary product of TaxPro Alliance.

1. Grant of License or Sublicense

This End User License Agreement (EULA) creates a legally-binding contract between you (User) and Tax Pro Alliance (Tax Pro Alliance) under which you choose to receive a revocable, non-transferable and non-exclusive License (See 1.1 below) or Sublicense (See 1.2 below) to use this software and integrated services under specific terms and conditions. If you choose not to accept the terms and conditions of this EULA, do not continue installation any further, promptly notify the party from whom you acquired this software, and return the software including the package and contents immediately.

1.1 If a separate Agreement has already been entered between User and Tax Pro Alliance in regards to this software and integrated services, this EULA is considered an amendment to that Agreement.

1.2 If the User received a right to use this software and integrated services by a Sublicense from a Service Bureau, Reseller or any other third party distributor, Tax Pro Alliance expressly disclaims any liability for promises or guarantees made by that third party in regards to the operation of this software and integration of integrated services with the IRS, state taxing authorities and third party vendors. Additionally, all costs and payment arrangements for a Sublicense of this software and fees for the use of integrated services, such as but not limited to electronic filing, transmission, third party vendor products and services, and any other fees associated with the use of the software and integrated services are between the User and the Service Bureau, Reseller or other third party distributor who provided the User the right to a Sublicense. Tax Pro Alliance is a third party vendor of the software and integrated services only, and no other relationship exists between Tax Pro Alliance and User with the exception of the terms and conditions in this EULA.

2. Intellectual Property and Proprietary Rights

User understands and acknowledges that any and all content, including but not limited to the code, software, text, graphics, images, logos and icons are the sole and exclusive property of Tax Pro Alliance and are subject to all applicable property protections, including intellectual property protections. User specifically acknowledges and agrees that this EULA does not give User any right to use any intellectual property owned by Tax Pro Alliance except as permitted by this EULA.

User shall not provide or disclose or otherwise make available the software or any portion thereof in any form to any third party. User shall exercise due diligence in protecting all ownership rights and trade secrets of TaxPro Alliance software including training materials and internal forms and documents.

3. Permitted Uses and Restrictions

User is permitted to use this software, including any updated or final editions to this software, on a single computer or terminal. User may create one archival or backup copy of this software for User's use only. User acknowledges that this software and all accompanying materials are copyright protected to the full extent of the law except as expressly permitted by this EULA.

User is permitted to use this software to prepare federal and state tax returns and any documents required for integrated services.

User is permitted to use this software to electronically file, transmit and process federal and state tax returns, integrated third party products and services, and credit card payments. In addition to the limitation of liability stated below, User acknowledges that Tax Pro Alliance cannot guarantee that the IRS, state taxing authority, bank, third party vendor or credit card processor will accept electronic transmission of these documents and requests. User agrees that Tax Pro Alliance shall not be held liable for any damages arising out of this type of occurrence regardless of the circumstances.

User is not permitted to use the software or integrated services in any manner not listed above without written permission from Tax Pro Alliance. Any other use is a breach of this EULA, and Tax Pro Alliance will have a right to all available remedies provided in equity or by law.

4. Fees for Electronic Filing, Transmitting, and Other Services

User acknowledges that the use of integrated services may result in fees incurred that are attributable to both the User and the User's customers. User accepts full responsibility for disclosing any applicable fees to the User's customers. If the User has a Sublicense, the User acknowledges that all fee arrangements have been made between the User and the Service Bureau, Reseller or other third party distributor, and that no fee arrangements have been made between the User and Tax Pro Alliance. Tax Pro Alliance will receive and distribute fees according to the confidential agreement Tax Pro Alliance has entered with the Service Bureau, Reseller or other third party distributor only. Any discrepancies concerning fees must be contested with the party who provided User with a Sublicense.

5. Payment

This EULA is conditional on payment for any costs and fees that may become due for the use of software and integrated services arising from a License or Sublicense. Tax Pro Alliance reserves the right to cancel this EULA for nonpayment by User or by a Service Bureau, Reseller, or other third party distributor. If the User has a Sublicense, any issue arising out of the discontinuance of the software or services must be contested with the party who provided User with a Sublicense.

6. Term of Agreement

The License or Sublicense provided by this EULA expires seven (7) years from April 15th of the tax season for which the software was originally issued with the following exceptions. Tax Pro Alliance makes no assurances that any or all integrated services initially provided in addition to the License or Sublicense will be available for the full term of this EULA or that the pricing for any integrated services will remain the same. If a separate agreement has already been executed by the User in regards to this software,

this EULA is considered an amendment to that previous agreement. The term stated above does not supersede the term of the initial agreement except in regards to the uses stated in this section only. If the User has a Sublicense, an agreement between the User and the Service Bureau, Reseller, or other third party distributor may supersede this provision, however, the term cannot be longer.

7. Early Termination of EULA for Cause

TAX PRO ALLIANCE reserves all rights to immediately suspend or revoke this EULA without any refund if it comes to the attention of TAX PRO ALLIANCE that any User of this license is or is likely using this license to commit fraud or engage in any other criminal activity. This section is in addition to any rights to suspend or revoke this EULA in any master agreement and does not replace that section. TAX PRO ALLIANCE will fully cooperate with authorities, and cooperative activity under this section is specifically excluded from being claimed as a breach of this EULA or any other agreement executed by User in regards to the use of this software and integrated services.

8. User Interaction with Website Portal

User understands that the information, materials and services contained within the website portal integrated with this software are subject to change, and that eligibility for any particular product or service offered or rendered through this portal shall be subject to final approval and acceptance by Tax Pro Alliance or a third party vendor. Consequently, User acknowledges and agrees that TaxPro Alliance has reserved the right to either modify or temporarily discontinue and replace the portal (or any part thereof) or any service available on the portal from time to time without prior notice. User further acknowledges and agrees that Tax Pro Alliance has reserved the right to permanently discontinue and replace the portal by providing User with notice 24 hours prior to the event either via telephone, facsimile or e-mail or, alternatively, posting notice to the website portal 24 hours prior to the anticipated termination date. User expressly acknowledges and agrees that Tax Pro Alliance shall not be liable to User or User's customer should Tax Pro Alliance choose to exercise its rights under this Section.

9. Tax Pro Alliance's Privacy Policy

To protect all Users' and Users' customers' privacy, Tax Pro Alliance has developed and implemented a comprehensive privacy policy, which is provided on Tax Pro Alliance's corporate website. Tax Pro Alliance will provide User with timely written notice if material changes to the current privacy policy are made. By accepting this EULA, User acknowledges and agrees that he or she has read and understands Tax Pro Alliance's privacy policy and agrees to be bound by any applicable provisions pertaining to the disclosure and nondisclosure of any such Customer Information as defined by South Carolina Code of Laws Section 30-2. User understands that, during the course of rendering the integrated services, Tax Pro Alliance will be required to receive and transmit Customer Information through the use of various, interconnected local and wide-area networks which are neither owned nor exclusively controlled by Tax Pro Alliance. As such, User acknowledges and agrees that Tax Pro Alliance shall not be liable for any injuries sustained by User or User's customers resulting from the unauthorized interception by any third-party of any such Customer Information while in transmission. User further warrants that it has developed and implemented reasonable security measures to ensure the protection of its Customer

Information and agrees to immediately notify Tax Pro Alliance in the event its security system is ever breached. For purposes of this Section, a breach occurs if and when User acquires information which causes it to reasonably believe that User's Customer Information has been acquired by or disclosed to any unauthorized third-party. Tax Pro Alliance hereby expressly disclaims any liability for injuries caused by the breach of User's security system.

10. Compliance with Federal and State Privacy Laws

Tax Pro Alliance is currently in compliance with the applicable federal and state laws and regulations pertaining to the privacy, security, use and disclosure of its customer information, including but not limited to the following: a) the Federal Trade Commission's Safeguards Rule to implement the security provisions of the Gramm Leach Bliley Act; b) the South Carolina Code of Laws Section 30-2; c) IRC Section 7216 regulating the privacy of personal information. User expressly acknowledges and represents that it is in compliance with these, as well as any other applicable federal or state laws or regulations, pertaining to the privacy and security of its customer information. Tax Pro Alliance hereby expressly disclaims any liability for injuries caused by User's failure to comply with any such federal or state laws or regulations.

11. Non-Disclosure of Proprietary Information and Trade Secrets

User acknowledges that it may obtain Proprietary Information and/or Trade Secrets of Tax Pro Alliance, and that certain steps must be taken to ensure the protection of all such information. Accordingly, User expressly acknowledges and agrees that it shall: a) keep such Proprietary Information and Trade Secrets in trust and confidence; and b) shall not disclose or use any such Proprietary Information or Trade Secrets to any third-party unless such disclosure is necessary to exercise any rights conveyed to User through this Agreement. User expressly acknowledges that any such unauthorized disclosure or use of Tax Pro Alliance's Trade Secrets shall constitute a "misappropriation" within the meaning of Section 39-8 of the South Carolina Code of Laws Trade Secrets Act.

12. Governing Law and Attorneys Fees

South Carolina law and controlling U.S. federal law will govern any and all actions directly or indirectly related to this EULA, including actions in contract and all other actions not in contract between User and Tax Pro Alliance, and no choice of law rule of any jurisdiction shall apply. With respect to any dispute arising under this EULA directly or indirectly as described above, User expressly consents to the jurisdiction of the South Carolina State Court located in Greenville, County and the Federal District Court for the District of South Carolina, located in Greenville, County. In the event of any dispute arising out of this EULA each side will pay their own attorney's fees and costs.

13. Disclaimer of Warranties

Tax Pro Alliance hereby disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material contained on the website portal associated with this software, or in any other software, utilities, services,

documentation, or ancillary programs. Tax Pro Alliance disclaims any responsibility for the deletion, failure to store, miss-delivery, or untimely delivery of any information or material in respect of the website portal. Tax Pro Alliance disclaims any responsibility for any harm resulting from downloading or accessing any information or material on or through the website portal.

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USER UNDERSTANDS AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS, SERVICES, SOFTWARE AND CODE IS AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO OR CLAIMS IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION, THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

14. Limitation of Liability

ALL DAMAGES FOR LOSSES ARE LIMITED TO THE COST OF PRODUCTS AND SERVICES PURCHASED. IN NO EVENT WILL TAX PRO ALLIANCE, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF USE, ARISING IN CONNECTION WITH THE PORTAL OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR SYSTEM FAILURE, EVEN IF TAX PRO ALLIANCE, OR AFFILIATES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

15. Services and Disclaimers

From time to time, as they become available, TaxPro Alliance may notify User of any enhancements or updates released by TaxPro Alliance for the Software licensed hereunder. Any such updates offered

would be subject to regular TaxPro Alliance terms, conditions and charges, if any. ONLY REGISTERED USERS WILL BE OFFERED ANY SUCH UPDATES. These updates will be provided via the Internet at no extra charge to Licensee through October 15th, 2018.

This Agreement applies only to the 2019 version of the product(s) referenced herein and DOES NOT constitute an offer or in any way guarantee the availability, now or ever, of any other TaxPro Alliance products / versions to Licensee. Users shall be responsible for paying any State, County, and City Sales Taxes that are applicable to your business based on your business address.

The licensed material when delivered will conform to the normal functions and capabilities of TaxPro Alliance Professional Tax Software. TaxPro Alliance will exercise due care in conforming the Software to the requirements of the Federal and State Governments; however, the User acknowledges that income tax preparation is subject to change and is of such complexity that the Software may have inherent defects. TaxPro Alliance shall have no liability or responsibility to users for damages of any kind, including special, indirect or consequential damages arising out of or resulting from any programs, services or materials made available hereunder or the use or modification thereof.

User understands and agrees that all decisions regarding the tax treatment of items reflected on tax returns prepared by User using the Software is made solely by User and that use of the Software does not relieve User of responsibility for the preparation, accuracy, content, and review of such returns. User acknowledges that User does not rely upon TaxPro Alliance for advice regarding the appropriate tax treatment of items reflected on returns processed using the Software.

Both parties acknowledge the User will review any computations made by the Software and satisfy User that those computations are correct.

User understands that TaxPro Alliance may provide to User other products and services other than Software, such as a preparer web site, on-line research, TaxPro Alliance user forum, etc. TaxPro Alliance makes no guarantee as to delivery time or availability of these products and services and User agrees to hold TaxPro Alliance harmless for any failure in providing or delivering these products and services, and TaxPro Alliance shall have no liability or responsibility to User for damages of any kind, including special, indirect or consequential damages arising out of or resulting from these other products or services provided to User by TaxPro Alliance. Use of the forum and editorial control of content is at TaxPro Alliance's full discretion.