



## LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE LICENSED INFORMATION FROM THOMSON REUTERS (TAX & ACCOUNTING) INC. ("TRTA") YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND OF THE ORDER FORM. YOU AGREE THAT THIS LICENSE AGREEMENT AND ORDER FORM ARE ENFORCEABLE LIKE ANY OTHER WRITTEN NEGOTIATED AGREEMENT SIGNED OR OTHERWISE ACCEPTED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE TRTA LICENSED INFORMATION.

### 1. Definition of Terms.

- 1.1 "Agreement."** All references to this "Agreement" means this License Agreement and the Order Form.
- 1.2 "Customer Content."** All references to "Customer Content" means Licensee's documentation and information supplied by Licensee to TRTA in connection with and/or pursuant to this Agreement.
- 1.3 "Data."** All references to "Data" means all of the information stored and contained in the Licensed Information, excluding Customer Content.
- 1.4 "Information Products."** All references to "Information Products" includes, but is not limited to, all print products, all products accessed via the online platforms *Checkpoint®* and *Taxnet.Pro®*; continuing professional education products and services (e.g. CPEasy, MicroMash, Checkpoint Learning, etc.) (collectively referred to hereinafter as "CPE Products"); CPA review programs; and Checkpoint Credits & Incentives Pinpointer – Search by Address.
- 1.5 "Licensed Information."** All references to "Licensed Information" means any combination of the Information Products, the Software Products, and the product's Data and Program licensed under this Agreement.
- 1.6 "Order Form."** All references to "Order Form" or "Multi Year Order Form" means the document signed or otherwise accepted in conjunction with this License Agreement that, in part, details the individual product components which make up the Licensed Information, plus pricing.
- 1.7 "Program."** All references to "Program" means all of the programs, control information, and related software contained in the product(s), including those provided by TRTA.
- 1.8 "Software Products."** All references to "Software Products" includes Checkpoint Engage™; Checkpoint Tools; PPC's SMART Practice Aids®; PPC's Practice Aids®; PPC's Workpapers™; PPC's Interactive Disclosure Libraries®; PPC's Engagement Letter Generator®; and Credit and Incentives Batch Unlimited and Credit and Incentives Batch Select (collectively referred to hereinafter as "Credit & Incentives Batch").
- 1.9 "You," "Your" and "Licensee."** All references to "You," "Your" and "Licensee" means the customer noted on the Order Form.

**2. Fees.** Your payment entitles You and Your U.S.-based personnel (unless otherwise indicated on the Order Form) to access the Licensed Information and use of the Program in accordance with the terms of this Agreement. You also are responsible for the payment of all sales, use, or other taxes (excluding taxes based on TRTA's income) or charges assessed by any governmental authority in connection with this license. All amounts payable under this Agreement will be due thirty (30) days from the date of the applicable invoice. TRTA reserves the right to revise its charges and billing practices effective at the start of Your renewal term. Approximately ninety (90) days in advance of Your renewal, TRTA will provide You with a renewal invoice, which will reflect TRTA's revised charges and billing practices, if any, to then current rates, which may increase. Charges will include shipping and handling, where applicable.

### 3. Term.

- 3.1 Initial Term.** The term will be the initial term set forth on the Order Form. As long as You comply with the terms of this Agreement, TRTA grants You a non-exclusive license to use the Licensed Information for the purposes described in the product documentation. Your non-exclusive license will begin immediately upon delivery of the Information Product and Credit & Incentives Batch. Delivery will have occurred when TRTA has delivered possession of the Information Product to a common carrier, F.C.A. TRTA shipping facility, or for web-based products including Credit & Incentives Batch, when the Internet access password has been sent and the license period has commenced.



**3.2 Automatic Renewal:**

- 3.2.1** For Information Products accessed via TRTA's online platform(s) and for Credit & Incentives Batch, at the conclusion of Your initial term, Your Agreement will automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party prior written notice of termination before the start of the renewal term.
- 3.2.2** For Information Products in print, CD, DVD and eBook form, at the conclusion of Your initial term, Your Agreement will not automatically renew thereafter unless You expressly enroll such products into an automatic renewal subscription.
- 3.2.3** Once a renewal term has commenced, it is non-cancellable. If a renewal term has begun, requests to cancel will be effective at the end of the current subscription term. Requests to cancel automatic renewal subscriptions can be made by calling (800) 431-9025. If tangible products need to be returned, a prepaid return shipping label will be provided.

**3.3 Automatic Shipments and Ancillary Products:**

- 3.3.1** For Information Products in print, CD, DVD and eBook form, You have the option to automatically receive automatic shipments of additional volumes, new developments, loose-leaf pages, supplements, volumes of a new series or edition, new disk versions or updates as published when legislative changes dictate, provided that You expressly enroll such products into TRTA's automatic shipment subscription. Information regarding frequency and number of automatic shipments can be found online at <https://tax.thomsonreuters.com/productupdates>.
- 3.3.2** TRTA may send ancillary products to Your Information Products in print, CD, DVD and eBook form. For clarification, an "ancillary product" is an extension or companion to an existing Information Product that provides more than an update of the content contained in the existing Information Product by providing (i) expanded, complementary, or more detailed content; or (ii) content that otherwise aids in the understanding and/or practice of the subject matter of the existing Information Product. Ancillary products are eligible for automatic shipment in the U.S., except to customers in Florida.
- 3.3.3** The automatic shipment and ancillary product shipments are billed at then-current rates, plus shipping and handling, if applicable, and will be invoiced upon shipment. The automatic shipment and ancillary products in tangible form may be returned or rejected to TRTA within thirty (30) days at no cost to You using the prepaid return shipping label, available upon request, in accordance with TRTA's then-current return policies, available online at <http://thomsonreuterstaxsupport.force.com/pkb/articles/Documentation/Cancellations-Refunds>. You may request to cancel future automatic shipments and/or ancillary products. Requests to return or cancel automatic shipments and/or ancillary products should be mailed to Thomson Reuters (Tax & Accounting) Inc., Customer Service Department, P.O. Box 115008, Carrollton, TX 75011-5008 or by calling (800) 431-9025, option 2. Automatic shipments and/or ancillary products, as permitted herein, will continue until cancelled as provided herein.

**3.4 For Software Products Except for Credit & Incentives Batch:**

- 3.4.1** The software package represents one edition (the "Edition") to the Software Product. The Software Product is licensed but not sold to You. You are aware that You are licensing an Edition of the Software Product, rather than purchasing the Software Product outright. You further acknowledge and agree that TRTA may cause the software templates or software system that delivers the Software Product to become inoperable where the Edition has expired due to passage of time, failure to remunerate, or other circumstances. TRTA reserves the right to collect data from the computer the Software Product is installed on, by the use of cookies or otherwise, to determine whether Licensee complies with the terms of this Agreement.
- 3.4.2** Software Products are updated annually to provide You with the most current content. During the term of this Agreement, revised editions of the Software Product will automatically be made available to You at the price in effect at the time of the update, unless and until either party gives the other party notice of termination.
- 3.4.3** You may make an archival copy of the Software Product for the sole purpose of backing up the Software Product, so long as You reproduce and include the copyright notice on the backup copy. The Software Product is licensed only to You.



**4. Termination.**

**4.1** TRTA may terminate this Agreement and Your right to receive any further Licensed Information if TRTA determines, at any time, that the provisions of this Agreement have been violated, provided that TRTA gives You prior written notice and the thirty (30) day opportunity to cure. If termination occurs due to Your breach, TRTA may recover, in addition to any rights and remedies, the sum of (i) all unpaid charges outstanding, (ii) the applicable charges through the end of the term of the Agreement, and (iii) reasonable attorneys' fees.

**4.2 For Information Products:** You may terminate this Agreement as it relates to Your license to the Information Products by providing prior written notice before the start of the renewal term to TRTA, Customer Service Department, P.O. Box 115008, Carrollton, TX 75011-5008; 1-800-431-9025. Termination will be effective at the end of the then current term.

**4.3 For Software Products:** You may terminate this Agreement as it relates to Your license to the Software Products at any time by discontinuing all use of the Software Products, returning the Software Product and any copies to TRTA, and deleting and removing any and all copies of the Software Product from any and all computer hard drives and storage devices where it has been placed. Termination in no way entitles You to a refund.

**5. Computer Equipment & Software.** You are solely responsible for selecting, purchasing, installing, and maintaining the equipment, software, and telecommunications needed to access any part of the Licensed Information. Your failure to do so does not relieve You of Your payment obligations to TRTA.

**6. TRTA's Advisory Responsibilities.**

**6.1** TRTA reserves the right to charge additional service fees if You seek assistance on matters not directly relating to Your ability to access or use the Licensed Information. TRTA will provide You with prior written notice of the amount of such additional service fees before providing any additional services to You.

**6.2** TRTA does not provide services as a professional expert or advisor regarding Your computer or Your information needs. TRTA is not responsible if Your information requirements change, resulting in the Licensed Information becoming incompatible with Your needs.

**6.3** The Licensed Information, or any support given by TRTA's product, editorial or technical support staff, are in no way substitutes for assistance from legal, tax, accounting, or other qualified professionals. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.

**6.4 Network Installation & Support For Software Products.** To assure successful installation of Software Products, the Licensee will provide a qualified installer to install and configure network hardware and software. The Licensee will provide a qualified person to handle all administrative functions including, but not limited to, handling new user accounts and workstations, network passwords and file-sharing status, hardware, and printers. TRTA will only provide telephone support for Software Products installed on local area and server-based networks, which incorporate hardware and network operating software officially supported by TRTA.

**7. Permitted Uses of Licensed Information.** You are entitled to access Licensed Information from TRTA only during the term of this Agreement. You may utilize the Licensed Information for Your own internal use only or on behalf of Your clients in the normal course of Your business.

**8. User Access.**

**8.1 For Information Products and Software Products (excluding CD and DVDs):**

**8.1.1** You must purchase a license for each user who will access, search, and/or display the Information Products and Software Products (excluding CDs and DVDs). Your charges for multiple users are based on the number of users who will access, search, and/or display the Information Products and Software Products (excluding CDs and DVDs).

**8.1.2** For CPE Products, in addition to Section 8.1.1, an individual user will be allowed to access all CPE Products in Licensee's subscribed library and will count as one "user slot," which slot may not be assigned or transferred to another user during the then current term.



**8.2 For Software Products in CD and/or DVD Form:**

**8.2.1 Single-User License.** You may only use the Software Product in CD and/or DVD form on a single computer at one time. You may not distribute copies of the Software Product in CD and/or DVD form in any form to others, nor disseminate, distribute, or resell the Software Product in CD and/or DVD form in any manner. You may not electronically transfer the Software Product in CD and/or DVD form from one computer to another over a network or otherwise.

**8.2.2 Multi-User License.** You may store or install a copy of the Software Product in CD and/or DVD form on a storage device, such as a network server, used only to install or run the Software Product in CD and/or DVD form on Your other computers over an internal network; however, You must acquire and dedicate a license for each user of the Software Product in CD and/or DVD form. You will ensure that the number of users of the Software Product will not exceed the number of authorized users.

**9. Changes of Ownership.** If Licensee acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Licensed Information under this Agreement, TRTA shall be entitled to revise the license fees to account for the subsequent increased value derived or scope of use within the terms of the applicable license.

**10. Limitations on Use.**

**10.1** You must restrict access to the Licensed Information to Your employees who require access in the performance of their employment duties. Free administrative IDs are to be used for Licensee's administrative account management only.

**10.2** Instructional guides and materials are provided solely to support Your authorized use of the Licensed Information. Licensed Information, or any part thereof, may not be used in any manner, except as expressly permitted under this Agreement. You may not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, create competitor products, or create derivative works based on the Licensed Information, or the written materials provided with or derived from the Licensed Information, without prior written consent of TRTA and You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Licensed Information. The product's component parts may not be separated for use on more than one computer. You shall not sell, assign, disclose, furnish, or redistribute any Licensed Information to any other person, firm, corporation, or entity.

**10.3** You may not use the Licensed Information with any other database(s), including, but not limited to, the electronic reproduction of the Licensed Information on any internet, intranet or other website.

**10.4** While this Agreement is in effect, You may not use and/or permit any other party to use the Licensed Information for any illegal purposes. In the event that You become aware that the security of Your login information has been compromised or breached, You must change the account's login credentials. Additionally, You shall promptly deactivate/change the login credentials for any individual (e.g., former employee) that no longer is authorized by You to access the Licensed Information.

**10.5** You represent and warrant that You are not entering into this Agreement as part of, or to receive the benefit of, a consortium.

**10.6** You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation of technical or personal data. You represent that You are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) of any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part Your US export privileges. You agree to notify TRTA if You become subject to any such order.

**10.7 For Software Products:**

**10.7.1** TRTA cannot and does not guarantee or warrant that files available for downloading through its websites will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties.

**10.7.2** You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information You transmit over the Internet. TRTA is not responsible for invalid destinations, transmission errors, or corruption, interception or security of Your data.



- 10.7.3** TRTA does not warrant that its websites will be uninterrupted or error-free. You further understand and agree that delays and disruptions of other network transmissions are completely beyond the control of TRTA.
- 10.7.4** You shall not impersonate any person or use a false name while using the Software Product. You agree to obtain all required permissions if You use the Software Product to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with TRTA and provide requested information in connection with all security and use matters. You agree to notify TRTA promptly if You suspect unauthorized use of TRTA's websites or of Your user ID. You remain liable for unauthorized use until Your notification to TRTA.

## **11. Limitation of Liability.**

- 11.1** EXCEPT FOR SECTION 11.5.1, THE PRODUCT AND LICENSED INFORMATION ARE PROVIDED "AS IS" AND NEITHER TRTA NOR ANY THIRD PARTY OR AFFILIATE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY LICENSED INFORMATION PROVIDED, INCLUDING ITS QUALITY, ACCURACY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED INFORMATION. TRTA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED WITH THE LICENSED INFORMATION IN TERMS OF ACCURACY, CORRECTNESS, OR RELIABILITY.
- 11.2** IN NO EVENT WILL TRTA OR ITS THIRD PARTY OR AFFILIATE PROVIDERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS, ERRORS, OMISSIONS, INACCURACIES, OR THE USE OR INABILITY TO USE THE LICENSED INFORMATION OR DOCUMENTATION, OR FOR INTERRUPTION OF THE LICENSED INFORMATION, FROM WHATEVER CAUSE. THIS WILL APPLY EVEN IF TRTA OR ITS THIRD PARTY OR AFFILIATE PROVIDERS HAVE BEEN ADVISED THAT THE POSSIBILITY OF SUCH DAMAGES EXISTS.
- 11.3** NEITHER TRTA NOR ANY THIRD PARTY OR AFFILIATE PROVIDER ARE RESPONSIBLE FOR ANY COSTS, INCLUDING THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF DATA, THE COST OF RECOVERING SUCH PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS. EXCEPT FOR TRTA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12.2 OR IN THE CASE OF TRTA'S BREACH OF SECTION 13, IN NO CASE WILL TRTA'S OR ANY THIRD PARTY OR AFFILIATE PROVIDER'S LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEES PAID.
- 11.4** IN NO EVENT SHALL LICENSEE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE.
- 11.5 FOR SOFTWARE PRODUCTS:**
- 11.5.1** WITH RESPECT TO THE PHYSICAL CD-ROM(S), DVDS, AND PHYSICAL DOCUMENTATION, TRTA WARRANTS THAT THESE ITEMS WILL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE THE LICENSE IS PURCHASED. IN THE EVENT OF NOTIFICATION WITHIN THE WARRANTY PERIOD OF DEFECTS IN MATERIALS OR WORKMANSHIP, THE DEFECTIVE CD-ROM, DVD, OR DOCUMENTATION WILL BE REPLACED SO LONG AS YOU MAIL, FREIGHT PRE-PAID, THE DEFECTIVE MATERIALS TO TRTA. THE SOLE REMEDY FOR BREACH OF THIS WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE DOCUMENTATION, CD-ROM OR DVD.
- 11.5.2** SECTION 11.5.1 IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).



## 12. Hold Harmless/Indemnification.

### 12.1 Licensee's Indemnification Obligations.

**12.1.1** Licensee agrees to defend, indemnify and hold TRTA and any third party or affiliate provider harmless from and against all third party claims and damages (including reasonable attorneys' fees) regarding Licensee's use of any Licensed Information, unless the claims or damages are due to TRTA's or any third party or affiliate provider's gross negligence or willful misconduct or arise out of an allegation for which TRTA is obligated to indemnify Licensee.

**12.1.2** Licensee agrees to defend, indemnify and hold TRTA harmless at Licensee's expense in any suit, claim or proceeding brought against TRTA alleging that TRTA's use of any Customer Content delivered to TRTA hereunder infringes a patent, copyright, trademark, trade secret, or other third party proprietary right, provided Licensee is (i) promptly notified, (ii) given the assistance required at Licensee's expense, and (iii) permitted to retain legal counsel of Licensee's choice and to direct the defense. Licensee also agrees to pay any damages and costs awarded against TRTA by final judgment of a court of last resort in any such suit or any agreed settlement amount on account of any such alleged infringement, but Licensee will have no liability for settlements or costs incurred without its consent.

**12.2 TRTA's Indemnification Obligations.** TRTA shall defend, indemnify and hold Licensee harmless at TRTA's expense in any suit, claim or proceeding brought against Licensee alleging that Licensee's use of any Licensed Information delivered to Licensee hereunder directly infringes a United States patent, copyright, trademark, trade secret, or other third party proprietary right, provided TRTA is (i) promptly notified, (ii) given the assistance required at TRTA's expense, and (iii) permitted to retain legal counsel of TRTA's choice and to direct the defense. TRTA also agrees to pay any damages and costs awarded against Licensee by final judgment of a court of last resort in any such suit or any agreed settlement amount on account of any such alleged infringement, but TRTA will have no liability for settlements or costs incurred without its consent. Should Licensee's use of any such Licensed Information be enjoined, or in the event that TRTA desires to minimize its liability hereunder, TRTA will, at its option and expense, (i) substitute fully equivalent non-infringing Licensed Information for the infringing item; (ii) modify the infringing item so that it no longer infringes but remains substantially equivalent; or (iii) obtain for Licensee the right to continue use of such item. If none of the foregoing is feasible, TRTA will terminate Licensee's access to the Licensed Information and refund to Licensee the applicable fees paid by Licensee for the infringing item(s). THE FOREGOING STATES THE ENTIRE LIABILITY OF TRTA AND LICENSEE'S SOLE REMEDY FOR INFRINGEMENT OR FOR ANY BREACH OF WARRANTY OF NON-INFRINGEMENT, EXPRESS OR IMPLIED. THIS INDEMNITY WILL NOT APPLY TO ANY ALLEGED INFRINGEMENT BASED UPON LICENSEE'S COMBINATION OF OTHER SOFTWARE OR INFORMATION WITH THE LICENSED INFORMATION WHERE THE LICENSED INFORMATION WOULD NOT HAVE OTHERWISE INFRINGED ON ITS OWN.

## 13. Confidentiality.

**13.1** During this Agreement negotiation process and subsequent term of this Agreement and thereafter, except as specifically provided herein, except as TRTA may be required to disclose pursuant to National Association of State Boards of Accountancy ("NASBA") requirements, and except as required and/or to the extent reasonably necessary to perform its obligations or exercise or enforce its rights hereunder, neither party shall provide or disclose to any third party, or itself use, unless authorized in writing to do so by the other party or properly directed or ordered to do so by public authority, any information or matter that (i) constitutes or concerns this Agreement negotiation process and/or terms and conditions of this Agreement, including pricing, (ii) is provided to it by the other party hereunder or as a result hereof, or (iii) regards any dealings or negotiations with the other party related to this Agreement (hereinafter the "Confidential Information").

**13.2** Except with regards to Confidential Information or matter constituting or concerning the terms and conditions of this Agreement or regarding any dealings or negotiations between the parties hereunder, the parties will have no confidentiality obligation under Section 13.1 hereof with regards to any information or matter specified therein that (i) is already known to them, (ii) is rightfully disclosed to them by a third party that is not acting as an agent or representative for the other Party, (iii) is independently developed by or for them, or (iv) is publicly known. Any party claiming an exception to Section 13.1 hereof under this Section 13.2 will have the burden of proving the basis for the exception.

**13.3** The parties shall follow the same procedures to ensure their compliance with the requirements of Section 13 hereof which a reasonable person in such business would use to safeguard and protect their own confidential and proprietary information and matter of a similar nature.



- 13.4** TRTA agrees that it will not disclose any Confidential Information regarding Licensee or Licensee's authorized users except to Licensee, the respective authorized user (as permitted by that authorized user), or to TRTA's subsidiaries, affiliates or third party providers who need such information in connection with the performance of TRTA's obligations under this Agreement. Notwithstanding the foregoing, from time to time TRTA may retain third-party contractors to perform services for it or on its behalf. Confidential Information regarding Licensee and/or Licensee's authorized users may be disclosed to those contractors, but only pursuant to a contractual requirement that the third party contractors abide by the provisions of this Section and not re-disclose that Confidential Information to any other third party except at TRTA's direction and only to perform the contracted service.
- 13.5** **For CPE Products:** Licensee understands that for TRTA to fulfill its obligations under this Agreement, TRTA will use and retain CPE Product user-related information Licensee or its authorized users supply to TRTA in the course of this Agreement, subject to the provisions of this Section 13. Without limiting the foregoing, the parties agree that TRTA may not destroy such Licensee or user-supplied information during the term of this Agreement. The purpose of TRTA using and retaining the CPE Product user-related information is to allow for the mobility and use of data associated with users of the CPE Products who become unlinked from Licensee's account. TRTA uses the user-related information to permit users, once they become unlinked from Licensee's account, to view, modify, and delete CPE data entered into their accounts on the TRTA platform while linked to Licensee's account.

#### **14. Miscellaneous.**

- 14.1** Except for the limited, non-exclusive license granted to You in this Agreement, all Licensed Information provided by TRTA and/or its third party or affiliate providers in all languages, formats, and media throughout the world will continue to be the exclusive intellectual property of TRTA and/or its third party or affiliate providers. Nothing in this Agreement constitutes a waiver of TRTA's nor its third party or affiliate providers' rights under the applicable intellectual property laws. In the event that this Agreement is terminated, You agree to erase all Software Products. TRTA will not be responsible for performance problems due to circumstances beyond its reasonable control.
- 14.2** In the event that TRTA discontinues the production, sale or licensing of any Licensed Information and does not substitute equivalent Licensed Information for the discontinued Licensed Information, TRTA will give the Licensee reasonable advance notice of such discontinuation, and upon such date of discontinuation, TRTA shall have the right to terminate the applicable Order Form as to such discontinued Licensed Information. As of the date of termination of such Order Form, TRTA shall refund to Licensee, on a pro-rated basis, any applicable pre-paid fees for the discontinued Licensed Information, and TRTA shall have no further obligation to provide support as provided for in this Agreement.
- 14.3** This Agreement, including the information on Your Order Form and any amendments or addendums that specifically reference this Agreement, constitutes the entire contract between You and TRTA with regards to the subject matter addressed herein. All prior agreements and all oral or collateral representations, agreements, and understandings regarding the Licensed Information on Your Order Form are superseded by this Agreement. Licensee acknowledges and agrees that no representations have been made by TRTA other than as expressly set forth in this Agreement and that Licensee has not relied on any representations not expressly set forth herein. If any of the provisions within the License Agreement and Order Form are contradictory or inconsistent, then the provisions of this License Agreement will control unless the Order Form indicates otherwise. Notwithstanding the above, Licensee may be required to review and accept third party or affiliate click-through license agreements before accessing third party or affiliate provider Licensed Information. Any additional or conflicting terms contained in any Licensee purchase order, proposal or other document shall be deemed to be rejected by TRTA without need of further notice of objection, even if such document is acknowledged or accepted by TRTA, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon TRTA.
- 14.4** Except as expressly provided above, this Agreement, or any part thereof, cannot be changed, waived, or discharged other than by a statement in writing signed by You and TRTA.
- 14.5** If a court of competent jurisdiction declares any section of this Agreement to be invalid, unlawful or unenforceable as drafted, such section will be amended and construed in a manner designed to effectuate the purposes of the section to the fullest extent permitted by law. If such section cannot be so amended and construed, it shall be severed, and the remaining sections will remain unimpaired and in full force and effect to the fullest extent permitted by law.
- 14.6** TRTA may assign or transfer its rights in this Agreement. You may not sublicense, assign, or transfer Your interests in this Agreement.



**14.7** Notices under this Agreement will be considered to have been given when mailed by first class mail, postage paid, to Thomson Reuters (Tax & Accounting) Inc., Customer Service Department, P.O. Box 115008, Carrollton, TX 75011-5008 and to You at Your address as indicated on Your Order Form. Such addresses may be changed by notice as stipulated in this Agreement.

**14.8** This Agreement will be governed and construed in accordance with the laws of the State of New York. You expressly agree that all actions taken in connection with this Agreement and/or TRTA will be initiated in the State of New York.

**15. Customer Content and Feedback.** TRTA acknowledges that, as between the parties, all intellectual property rights in the Customer Content are owned by Licensee or its providers. TRTA may collect and use information related to Licensee's use of the Licensed Information, to test, develop, improve and enhance its products and services, as long as such information is not identifiable to the Licensee or any individual user. If Licensee provides TRTA with any feedback on TRTA's products and services, Licensee grants TRTA and TRTA's affiliates the right to use such feedback to develop their services and products and to create and own derivative works based on such feedback.