

CROSSLINK TAX TECH SOLUTIONS, LLC
**TAX PREPARATION & SOLUTIONS PROGRAM +
CROSSLINK SOFTWARE AGREEMENT**

This Tax Preparation and Solutions Program + CrossLink Software Agreement (this “**Agreement**”) is made by and between **CROSSLINK TAX TECH SOLUTIONS, LLC** (hereinafter referred to as “**CTTS**”), a Delaware limited liability company, and the individual, entity or business agreeing to these terms (“**Customer**”) [when accompanied by an Order, Customer is identified in the “**Customer**” section of the Order]. This Agreement governs Customer’s participation in CTTS’ Tax Preparation & Solutions Program and use of the CrossLink Software. By installing and/or using the CrossLink Software or by otherwise indicating acceptance (electronically or otherwise) of this Agreement, Customer acknowledges agreement to the terms set forth below. If you are an individual entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), you represent and warrant to CTTS that you are an authorized representative for that Entity with the authority to bind such Entity to this Agreement.

This Agreement includes by reference:

- The CTTS Privacy Policy. You can view the CTTS Privacy Policy on our website www.crosslinktaxtech.com. You agree to the applicable CTTS Privacy Policy, and any changes published by CTTS. Any data collected or used pursuant to this Agreement is in accordance with CTTS’ Privacy Policy.
- Additional terms and conditions, which may include those from third parties; and
- Any terms provided separately to you for the Program or CrossLink Software, including product terms, ordering, activation, payment terms, etc.

RECITALS

- A. CrossLink Professional Tax Solutions, LLC (“**SD**”), a California corporation, has developed and hosts a suite of software products for tax professionals to prepare business and individual state and federal tax returns (known throughout the industry as “**CrossLink Software**”).
- B. SD established CTTS, as a service bureau, for the purpose of providing an all-in-one program for tax preparers that want to offer the services of a “full-service” tax office without having the resources themselves (the “**Program**”). CTTS’ Program is designed to provide the following to a tax preparation office:
 - ✓ CrossLink branded tax preparation software
 - ✓ Technical support and training
 - ✓ When appropriate, tax guidance/assistance (e.g., reference to IRS or third-party materials)
 - ✓ Bank Product Solutions
 - ✓ Other resources and solutions or related products and services that may be utilized within customer’s tax preparation business including certain offerings from SD, Affiliates and third parties (e.g. remote signature, remote invoice, payment services, mobile apps).
- C. Customer is a provider of income tax preparation solutions for individuals and businesses and wishes to have the right to utilize CTTS’ Program, including the CrossLink Software, to service its taxpayers that seek tax preparation solutions and ancillary services in the US.
- D. SD and CTTS desire to have Customer participate in CTTS’s Program, all on the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

- 1. **DEFINITIONS.** Capitalized terms used but not defined elsewhere in this Agreement shall have the respective meanings set forth below:
 - 1.1. “**Affiliate(s)**” 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. “**Authorized User**” means an individual in Customer’s practice who is authorized by Customer to use the CrossLink Software on Customer’s behalf.
 - 1.3. “**Bank(ing) Product(s)**” means tax refund related settlement products, also known as “financial products,” including but not limited to refund transfers (also known as RACs, RTs, ERC’s, etc.), refund loans, and any other products which facilitate the payment of tax preparation or other fees from the proceeds of client’s refunds and/or advance funds to taxpayer in anticipation

- of repayment from the proceeds of the tax refund.
- 1.4. **“Approved Integrated Banking Product Provider”** or **“Bank Provider”** means a third-party financial services institution, or a third-party service provider authorized by SD to provide Bank Products in connection with the CrossLink Software.
 - 1.5. **“Banking Product Enrollment Agreement”** means the SD standard banking product enrollment agreement as may be amended by SD from time to time, that must be accepted by a customer as a condition precedent to offering Bank Products to its tax preparation clients.
 - 1.6. **“Client”** means any third-party client of Customer that has entered into a direct agreement with Customer for tax preparation services.
 - 1.7. **“Client Data”** means all of Client’s information, data, and any content, that is uploaded to or stored on the CrossLink Software including but not limited to personal information and tax return information.
 - 1.8. **“Concurrent User”** means any Authorized User who is accessing or using the CrossLink Software at any particular point in time.
 - 1.9. **“CrossLink Professional Tax Software”** or **“CrossLink Software”** means the portfolio of tax preparation Desktop Software and Web-based Applications developed by SD and offered by CTTS to customers (e.g., tax preparation professionals).
 - 1.10. **“Customer Data”** means all information, data, and any content, that is uploaded to, generated, collected, processed or stored on the CrossLink Software by or on behalf of Customer, as part of Customer’s authorized use of the CrossLink Software, which could include Client Data. Customer Data does not include any Statistical Data (as defined below).
 - 1.11. **“Desktop Software”** means the tax preparation desktop software developed by SD and offered by CTTS (e.g. “CrossLink Desktop 1040”), including the files, databases, documentation, materials, modifications, revisions, optional features and functionality, Enhancements, and Updates, if any. Under no circumstances shall Customer receive, or be entitled to receive, any source or object code for the Desktop Software or any portion or component thereof. Desktop Software is downloaded from the internet.
 - 1.12. **“Enhancements”** means any modification or addition to the CrossLink Software that materially changes its utility, efficiency, function, capability or application, but that does not solely consist of an error correction.
 - 1.13. **“License(s)”** means the license(s) granted to Customer to use the Desktop Software as set forth in subsection 2.1.1 of this Agreement.
 - 1.14. **“Hosted”** means the service provided to install and host the Desktop Software on a shared server that is publicly accessible to a Customer over the Internet.
 - 1.15. **“Online Account”** means the authorized access to servers, networks and/or systems, including, for access to Web-based Applications, the Portal, support websites, online account management tools and/or for electronic filing, as established by CTTS or SD for each Authorized User, and includes the controls, permissions, and data unique to such user.
 - 1.16. **“Online Account Access Information”** means the private access information (for example, username and password) used by each Authorized User to access his/her individual Online Account.
 - 1.17. **“Order(s)”** means a written or electronic confirmation of an order from CTTS that documents Customer’s participation in the Program, acquisition of the CrossLink Software, or other transactions. All Orders incorporate and are subject to the terms and conditions of this Agreement.
 - 1.18. **“Statistical Data”** means any and all information reflecting the access or usage patterns of the CrossLink Software by or on behalf of Customer or any Authorized User and general information about Customer’s and its Authorized Users’ computer system from which the CrossLink Software is being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), including any statistical or other analysis, information or data based on or derived from any of the foregoing; provided that such information has been anonymized so as to not identify Customer or any Authorized User.
 - 1.19. **“Subscription”** means the manner in which a Web-based Application is purchased.
 - 1.20. **“Updates”** means all minor revisions, patches, fixes, and other improvements (version upgrades excluded) provided for a particular version of the Desktop Software.
 - 1.21. **“Web-based Applications”** means the online applications of the professional tax software developed by SD and offered by CTTS (e.g., “CrossLink Online”), including, any applicable materials, modifications, revisions, optional features and functionality. Web-based Applications allow access on demand by using a web browser. This will require an internet connection.

The use of the word “including” means “including without limitation.”

2 OWNERSHIP, RESTRICTIONS, SET-UP & OPERATION.

2.1 Desktop Software/Web-Based Applications.

2.1.1. **Desktop Software.** The Desktop Software is licensed, not sold. Subject to the terms and conditions of this Agreement, CTTS grants to Customer a revocable, nontransferable, nonexclusive License to use, and to permit the applicable number of Concurrent Users to use, the Desktop Software solely for Customer’s internal use and for the purpose of performing tax and/or accounting services for Clients without any further right to use, sublicense, distribute, transfer, transmit or otherwise exploit the Desktop Software in any manner.

- **Hosted.** CTTS (either itself or through SD) may offer a Hosted version of the Desktop Software. The Hosted version will be installed on and accessed via a server area designated for Customer. Subject to Customer’s acceptance and compliance with the applicable Hosting Services Agreement.

212. **Web-based Applications.** Subject to the terms and conditions of this Agreement, CTTS grants to Customer and its Authorized Users a limited, nontransferable, nonexclusive right to access and use, and to permit the applicable number of Concurrent Users to use, the Web-based Applications solely for Customer's internal business use and for the purpose of performing tax and/or accounting services for Clients. Without limiting the generality of the foregoing, the right to access and use the Web-based Applications granted herein does not cover any underlying components of the Web-based Applications, the underlying application engines, or any other component of the Web-based Applications or the operating environment within which the Web-based Applications operates that is not intended for access by any Authorized User.
213. **Installed Limitations.** CTTS reserves the right to place limitations on the installation [e.g., by office location, per EFIN] of the CrossLink Software at its discretion.
214. **Condition of Use or Access of CrossLink Software.** Customer shall not permit any person other than an Authorized User to use or access the CrossLink Software. Customer shall cause each Authorized User to comply with the terms and conditions of this Agreement. The rights granted to Customer pursuant to this Agreement are conditioned upon Customer's compliance with the terms of this Agreement and the Order(s), including the timely payment of all applicable fees and/or other charges.
215. **Registration of the CrossLink Software.** CUSTOMER REPRESENTS TO CTTS THAT THE FIRM NAME AND ADDRESS PROVIDED BY CUSTOMER IN THE REGISTRATION PROCESS IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY CUSTOMER IN THE NORMAL COURSE OF BUSINESS. Customer represents and warrants that the primary firm name and address in the registration process should match the firm name and address in CTTS records and the firm name and address you provided to the IRS as part of your firm's EFIN registration.
216. **Clients.** CTTS may include functionality that is documented and intended to allow Clients to view data specific to such Client to perform certain tasks, including initial data entry and the signing of a return, and in such circumstances, Customer may provide such limited access to Clients. However, the rights and limited access (which CTTS may revoke in its sole and absolute discretion) is conditioned upon Client's compliance [which you are responsible for] with the applicable terms and conditions of this Agreement.
22. **Back-up Copies.** Customer may make a reasonable number of copies of the installed Desktop Software solely for back-up purposes. All copies of the Desktop Software, including translations, compilations and partial copies, are governed by this Agreement.
23. **Access to the Portal.** Access to the Portal will be available upon Customer's agreeing to the Portal T&Cs. The Portal provides a repository where Customer may obtain information about and access to certain applications, agreements, products, services, fees, software, Optional Services, New Products and Third-Party Products ("Portal Services"). Such Portal Services might include, but are not limited to: (a) tools for ordering, configuration, management, reporting, monitoring and diagnostics of, and training and support for, the CrossLink Software; (b) tools for viewing and accessing usage and billing information and statistics; (c) documentation and specifications for the CrossLink Software, including, without limitation, application program interface specifications, data, concepts, designs, programming techniques and programming concepts, flow charts, graphics, and images; and (d) marketing material, information and articles.
24. **Restrictions.** Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) create derivative works of, copy or modify the CrossLink Software in any way, except as permitted in subsection 2.2; (b) remove or modify copyright notices, trademark, logo, legend or other notice of ownership from the CrossLink Software or any copy thereof; (c) access, view, read, modify, reverse compile, reverse assemble, disassemble or print the Desktop Software's source code or object code or other runtime objects, components or files distributed with the Desktop Software; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the CrossLink Software; (e) defeat, disable or circumvent any protection mechanism related to the CrossLink Software; (f) rent, lease, distribute (or redistribute), provide or otherwise make available the CrossLink Software, in any form, to any third party; (g) share use or access of the CrossLink Software with other practitioners who are not Authorized Users in Customer's practice, even if Customer shares office space or equipment; (h) share Online Account or Online Account Access Information with third parties; (i) link to, frame or mirror Web-based Applications or any portion thereof; (j) use the CrossLink Software to process the data of clients of a third party; (k) install a copy of any Desktop Software at an office location not registered and/or Licensed with CTTS; or (l) publish, distribute (or redistribute) or sell any document retrieved through the CrossLink Software (even if in the public domain) to any individual or entity outside of Customer's own firm, except for documents prepared for Clients within the scope of the normal and intended use of the CrossLink Software. In addition, Customer shall not take actions to violate or attempt to violate the security of CTTS' or SD's networks or servers, including (x) accessing data not intended for Customer or logging into a server or account which Customer 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

service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

- 2.5. **Responsibility for Content and Use of the CrossLink Software.** Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the CrossLink Software (“Content”), which will include without limitation any Content that Authorized Users (including you) provide through your use of the CrossLink Software. By making your Content available through your use of the CrossLink Software, you grant CTTS and SD a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, authorizations, information and disclosures. CTTS and SD are not responsible for any of your Content that you submit through the CrossLink Software.

You agree not to use the CrossLink Software, nor permit any third party to use, the CrossLink Software to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:

- i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages “flaming” others, or creates criminal or civil liability under any local, state, federal or foreign law;
 - ii. Content that would impersonate someone else or falsely represent your identity or qualifications, constitute a breach of any individual’s privacy, create a safety or health risk to an individual or the public, or is otherwise illegally unfair or deceptive;
 - iii. Except as permitted by CTTS in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
 - iv. Viruses, Trojan horses, worms, malware, ransomware or other disruptive or harmful software or data; and
 - v. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.
- 2.6. **Compliance Mechanisms.** The CrossLink Software may contain technological copy protection or other security features designed to prevent unauthorized use of the CrossLink Software, including features to protect against use of the CrossLink Software: (a) beyond the scope of the License granted to pursuant to [subsection 2.1.1](#); or (b) prohibited in [subsection 2.4](#). Customer shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.
- 2.7. **CTTS may freely use feedback you provide.** You agree that CTTS or SD may use your feedback, suggestions, or ideas in any way, including in future modifications of the CrossLink Software, other related products or services, or advertising or marketing materials. You grant CTTS and SD a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to CTTS or SD in any way.
- 2.8. **CTTS may monitor Content.** CTTS or SD may, but has no obligation to, monitor access to or use of the CrossLink Software or Content or to review or edit any Content for the purpose of operating the CrossLink Software, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect CTTS, SD, and their Affiliates and customers, or operate the CrossLink Software properly. CTTS or SD, in its sole discretion, may refuse to post, remove, refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.
- 2.9. **Enhancements to the CrossLink Software.** CTTS (either itself or through SD), may provide Enhancements to the CrossLink Software as specified in writing by Customer. The Enhancements may require the payment of additional fees. Any fee charged is at the discretion of CTTS or SD and will be outlined in an Order or invoice.

2.10. **Customer Data and Statistical Data.**

2.10.1. **Authorized Use.** Except as expressly set forth herein, as between CTTS and Customer, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Customer Data. CTTS, SD, and their subcontractors will only use Customer Data as (a) necessary to provide the CrossLink Software, New Products and Optional Services (as defined below) to Customer (or in connection with ancillary products or services integrated in, or transmitted through, the CrossLink Software); (b) expressly authorized pursuant to the terms of this Agreement; (c) to incorporate Customer Data into databases controlled by SD, CTTS, Affiliates or their respective agents for the purpose of providing services; administration; provisioning; invoicing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; (d) to communicate to Customer regarding services; and (e) otherwise authorized by Customer or the appropriate consenting party (e.g., Client) in writing (each use an “Authorized Use”). Customer hereby grants CTTS, SD and their

subcontractors a limited license to use Customer Data for each Authorized Use.

2102 **Disclosure.** CTTS and SD may disclose Customer Data to taxing authorities and third-party service providers that CTTS may use in conjunction with the CrossLink Software or any other services it renders hereunder, subject to applicable laws and regulations, including Internal Revenue Code Section 7216. In addition, CTTS and SD may disclose Customer Data to tax authorities, federal and state agencies/regulators and third parties for purposes related to detecting or reporting suspicious or fraudulent tax returns and/or possible fraudulent activity. Furthermore, CTTS and SD may disclose Customer Data with courts, law enforcement agencies, or other government bodies when we have a good faith belief that we are required or permitted to do so by law, including to meet national security or law enforcement requirements, to protect our company, or to respond to a court order, subpoena, search warrant, or other law enforcement request. Except as otherwise set forth in this Agreement or required by law, CTTS and SD shall not disclose Customer Data to any third party without obtaining the appropriate written consent of the Customer or appropriate party (e.g., Client).

2103 **Overlapping Data.** For the avoidance of doubt any Customer Data which is available and obtained through publicly sourced data or data collected or obtained through CTTS' own efforts, even if it overlaps with Customer Data, is fully accessible for use by CTTS in any manner it deems appropriate, subject to its Privacy Policy.

2104 **Data Retention.** CTTS (either itself or through SD) will use commercially reasonable efforts to retain the Customer Data that Customer has properly submitted to CTTS' or SD's online servers for at least one (1) year following the year in which Customer submitted any such Customer Data. This data retention by CTTS does not relieve the Customer from its responsibility under the Code of Federal Regulations, Section 6107 ("Tax Return Record Retention Requirements"). It is Customer's responsibility to back-up on Customer's own local system all Customer Data that Customer submits to CTTS. CTTS specifically disclaims any liability for Customer's failure to maintain Customer Data as required by law. After 1 year, CTTS will maintain such Customer Data in accordance with its internal business practices or as required by any law or regulations. Upon Customer's request, and subject to payment of any fees charged by CTTS therefor, CTTS shall use commercially reasonable efforts to make available for retrieval for Customer, all Customer Data then in CTTS' possession or control per CTTS' customary internal business practices. This Customer Data retrieval is only available to current CTTS Customers.

2105 **Statistical Data.** As between CTTS and Customer, CTTS is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Statistical Data. CTTS may use Statistical Data for its own business purposes, including the support, improvement, and development of the CrossLink Software or other CTTS' or SD's products or services.

2106 **Security.** CTTS (either itself or through SD) shall use commercially reasonable security technologies (including, if applicable, encryption, password protection and changes, and firewall protection) to safeguard and maintain the integrity of Customer Data, information and Content in its possession and/or under its control. Such efforts shall include the development and implementation of commercially reasonable technical, administrative and physical measures to protect such data against anticipated threats or hazards to the security, confidentiality or integrity of the data, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of, and the unauthorized access to the data. The parties agree that (i) such security procedures constitute reasonable procedures to protect the integrity of such data from unauthorized access; and (ii) the state of the art does not permit the development of electronic security systems that are completely free of failures. CTTS AND SD SHALL HAVE NO LIABILITY FOR ANY BREACH OF CTTS' OR SD'S NETWORK SECURITY THAT RESULTS IN ANY UNAUTHORIZED DISCLOSURES OF CUSTOMER DATA, SO LONG AS CTTS OR SD HAS NOT MATERIALLY BREACHED ITS OBLIGATIONS REGARDING SECURITY OF SUCH CUSTOMER DATA. Customer plays a critical role in protecting your data and information by maintaining up to date computer security protections and by not sharing your username or password with anyone. Nevertheless, no data transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee your data and information's absolute security. For avoidance of doubt, the parties acknowledge and agree that unauthorized access to or loss of Customer Data shall not constitute a breach by CTTS of its confidentiality obligations under this Agreement.

2107 **Customer Security Measures.** Customer will implement and maintain appropriate measures designed to safeguard Client Data in accordance with industry standards and as required by the IRS, including, but not limited to, firewalls, anti-virus software, spyware detection, and such appropriate physical security methods, including, but not limited to, storage of all Client Data not in use, and appropriate access and security measures for its office location(s).

2108 **Import Services.** The CrossLink Software may include a feature that allows Customer to import, where applicable, certain information from participating financial institutions, payroll processors, personal financial software, and business financial software. Customer is responsible for verifying the accuracy of the information that is imported. The CrossLink Software may also include functionality designed to read data from images (for example, W-2s, other tax forms, or credit cards used for payment) photographed using a mobile device. This functionality is limited to those forms or items that the CrossLink Software can read. If the form or other item you photograph and submit through the CrossLink Software is not supported, you may need to manually enter your data. Customer may be offered the ability to import data from other sources in addition to those above.

Customer shall provide us with the necessary authorization and information to allow us to obtain the data from third parties. Customer represents that they have obtained the necessary rights to grant us access to the accounts with third parties.

- 2.11. **Protection of Online Account Access Information.** CTTS (either itself or through SD) will supply Customer with the means to create private Online Account Access Information for its Authorized Users so that such Authorized Users may log into their respective Online Accounts. Online Accounts are designed for private use and should only be accessed through Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all activity under Customer's and its Authorized Users' Online Accounts by any person and for insuring that all use of Customer's and its Authorized Users' Online Accounts is for authorized purposes only and complies fully with the provisions of this Agreement. Customer agrees to promptly notify CTTS of any unauthorized use of any Online Account Access Information or any other breach of security upon becoming aware thereof, assist in preventing any recurrence thereof and otherwise cooperate fully in any proceedings or other actions undertaken to protect the rights of CTTS and SD.
- 2.12. **Unauthorized Acquisition.** CTTS prohibits the use of any CrossLink Software from CTTS that has been improperly obtained and/or accessed by or on behalf of Customer or any third party. For purposes of illustration, but not limitation, examples of CrossLink Software obtained or accessed improperly include any CrossLink Software that are: (a) acquired from an unauthorized service bureau or reseller, (b) pirated, cracked or hacked, including through the use of Online Account Access Information established for use by another individual; (c) acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (d) acquired with the use of false or inaccurate statements and/or information (e.g., false name, contact information, EFIN, or payment information; or false declaration of the total number of end users).
- 2.13. **Reservation of Rights & Ownership of Developed Materials.** CTTS, SD, their Affiliates, and any applicable licensors, retain all intellectual property and other rights in the CrossLink Software and ancillary products or services integrated in, or transmitted through, the CrossLink Software (including all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the CrossLink Software which are protected under United States intellectual property laws and international treaty provisions). Unauthorized use of any of the CrossLink Software will result in cancellation of this Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "CTTS," "CrossLink," or any other trade or service marks of CTTS, SD or any of their Affiliates in Customer's announcements, advertising or other materials unless expressly agreed to in writing by an authorized representative of CTTS. Customer acknowledges and agrees that CTTS', SD's, their Affiliates and any applicable licensors' retention of contractual and intellectual property rights is an essential part of this Agreement. CTTS, SD, their Affiliates and any licensors (as applicable) will own and Customer hereby assigns to CTTS and SD all rights in (i) any copy, translation, modification, adaptation or derivative work of the CrossLink Software, including any improvement or development thereof, whether provided as part of Support or otherwise, and whether or not developed by or for Customer, and (ii) any suggestions, ideas, Enhancement requests, feedback, or recommendations provided by or on behalf of Customer.
- 2.14. **Co-Branding.** Subject to any guidelines established by CTTS from time to time, Customer may, at CTTS' discretion and approval, have the limited, revocable right to customize and/or co-brand the CrossLink Software; subject to fees established by CTTS. Customer acknowledges and agrees that CTTS and SD have an interest in the good name and reputation of SD's CrossLink Software; accordingly, Customer will conduct any customization and/or co-branding in a manner that is consistent with best industry practices and applicable law and that is reasonably designed to preserve and enhance CTTS' and SD's good name and reputation. Without limiting the foregoing, Customer agrees that: (a) Customer shall not modify or exclude portions of the content or functionality of the CrossLink Software or any of the related documentation, including but not limited to copyright notices of SD; (b) Customer shall ensure that any co-branding and/or customization of the CrossLink Software is free of material misstatements, inaccuracies, or deceptive or misleading statements; (c) Customer shall not engage in any unfair or deceptive trade practices involving the CrossLink Software; (d) Customer shall not make any statements that are inconsistent with the manner in which the CrossLink Software is marketed/described by CTTS; (e) Customer shall not use any proprietary information that violates the intellectual property rights of any third-parties; and (f) Customer shall not co-brand and/or customize the CrossLink Software in a manner that is discriminatory, offensive or objectionable.
- 2.15. **Delivery.** Delivery of the CrossLink Software will be provided when it becomes available to the entire Customer base of CTTS. Possible delays, due to government entities, are possible and are outside the control of CTTS. Therefore, a specified delivery date for the CrossLink Software for the current tax year cannot be given or guaranteed.
- 2.16. **Performance by CTTS's Affiliates and Contractors.** Customer agrees, acknowledges, and understands that actual performance of CTTS' obligations under this Agreement may be made by Affiliates of CTTS or subcontractors. For purposes of this Agreement, performance of any such obligations under this Agreement by any Affiliate of CTTS or subcontractor shall be deemed performance by CTTS itself.

- 2.17. **Third Party Beneficiary.** SD shall be a third-party beneficiary of, with the power to enforce all of the terms and conditions of this Agreement against Customer. SD has no obligations to Customer under this Agreement, however.
- 2.18. **Authority to Bind all Controlled EFINs and Sub-Accounts listed under Your Account.** CTTS allows Customer to set up or link subordinate accounts ("Sub-Accounts") to its CTTS account ("Main-Account"). CTTS may limit the number of Sub-Accounts Customer may set up. As a Main-Account, Customer may have access to and control over various options available to linked Sub-Accounts or EFINs ("Controlled EFINs") including (i) filling out applications and signing agreements (ii) granting access to and making available content and controls; (iii) entering into and designating payout options for various financial transactions; (iv) receiving certain communications from CTTS or SD and (v) electing, adding on to or changing fees. Customer certifies that it is authorized by Controlled EFINs and Sub-Accounts to access and control the above matters and certifies that the Controlled EFINs and Sub-Accounts are aware of all matters in which you are making on their behalf.
- 2.19. **Responsible for All Controlled EFINs and Sub-Accounts Actions or Omissions.** Customer acknowledges that its relationship with the Controlled EFINs and Sub-Accounts is based on its due diligence and/or background check of these Controlled EFINs and Sub-Accounts. Because of how Customer and its Controlled EFINs and Sub-Accounts are intertwined, Customer further agrees to be fully liable and responsible for all Controlled EFINs' and Sub-Accounts' transactions, actions, losses, damages, obligations, expenses and liabilities of whatsoever nature, that CTTS or SD may sustain or incur as a result or in connection with any act or omission of any Controlled EFINs and Sub-Accounts.

3. UNDERSTANDING FEES, CHARGES, PAYMENTS AND TAXES.

- 3.1. **SD Direct Charges to Customer or Client.** Customer acknowledges that there are charges that SD, the software developer, may directly charge Customers or Clients. These are charges relating to (1) the use of the CrossLink Software, (2) certain features and functionality enabled within the CrossLink Software, (3) ancillary products or services integrated in, or transmitted through, the CrossLink Software, or (4) Third-Party Products. These are further discussed below in subsection 3.2.2, in a Order, the end user documentation and agreements, and the Portal.
- 3.2. **CTTS and SD Fees/Charges.** The fees/charges identified below may be charged by CTTS and/or SD. Other charges and/or fees, not listed below, may be assessed; and if they are, they will be disclosed and explained prior to being charged. All fees/charges must be paid according to the terms of your Order(s), the Portal, an invoice, or other supplemental written or electronic documents/agreements or as otherwise specified in writing by CTTS or SD. Customer is responsible for ensuring that all fees/charges are paid on time. In the event of Customer's failure to make timely payments, CTTS and SD reserve the right to terminate your use or access to the CrossLink Software. The charging and collecting of fees/charges are subject to applicable state and federal laws and regulations. CTTS and SD reserve the right to lock or amend (including eliminate) fees/charges as it deems necessary, including which entity [CTTS or SD] charges a fee. See the Portal for further info on applicable charges or fees [including third party fees and optional fees that Customer may elect to charge].

PLEASE CHECK YOUR ORDER FOR NON-STANDARDIZED FEES OR CHARGES. IF THIS IS A MULTI-YEAR AGREEMENT PRICING BELOW IS FOR THE 2025 TAX SEASON AND FUTURE TAX SEASONS WILL BE SPECIFIED IN THE ORDER OR IF NOT SPECIFIED, THEN AT THE CURRENT RATES.

321. Understanding CTTS Fees and Charges.

CrossLink Software Charges. Customer shall pay CTTS the charges for the CrossLink Software (a License or Subscription Fee) and related products and services as outlined in an Order.

- **Business Software.** Business Software is not a standalone software, and as such must be purchased with either Desktop 1040 or Online software. Business software is available for purchase through two primary models: Unlimited and Pay-Per-Return ("PPR") basis. **Unlimited Basis:** After payment of a software charge, Customer will be able to create an unlimited number of business returns during the licensing period. **PPR Basis:** In addition to any upfront software charges, a **\$35 Business PPR Fee** is charged for every business return that is created through the software.

Service Bureau Fee. If you decide to offer Bank Products, a Service Bureau Fee is charged by CTTS to Customer for enabling Bank Products to be used in Customer's tax office so Clients can pay their tax prep fees, and for helping in the set-up and processing of Bank Product Applications (charged on a per Bank Product basis). If Customer operates in any state that prohibits a separate charge for Bank Product fees, or any fees not also present on a non-Bank Product return, this fee is automatically charged by CTTS, on ALL RETURNS, for its proprietary Program which enables Customer to offer certain Client services. Customer authorizes and directs this fee be passed through to the taxpayer. On Bank Product returns, this fee is withheld by the bank provider from the refund and distributed directly to CTTS.

Electronic Filing Fee Charged by CTTS to Customer. The Electronic Filing Fee, as specified in the Order, may be charged on personal federal and/or state returns. The e-file fee is charged to Customer in connection with tax returns where a Customer’s tax office participates in the issuance of Bank Products. This charge is for the electronic transmittal of the return through the CrossLink Software that does not involve a Bank Product. The Electronic Filing Fee will be specified in the Order and collected through the Wallet.

- The Electronic Filing Fee is explicitly charged to Customer and not to the taxpayer. Customer must not charge the Electronic Filing Fee to taxpayers, either directly or indirectly creating a new fee that includes the Electronic Filing Fee. Further, Customer may not impose higher fees for tax preparation as a result of the Electronic Filing Fee or based on whether or not a taxpayer chooses a Refund Product.

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Understanding SD Direct Charges.

Technology Fee. This is a flat fee of **\$4.00** charged by SD to Customer [through the Wallet] when a tax return is transmitted for the cost of programming, communication protocols and the ongoing costs of maintenance, updates and enhancements to the CrossLink Software and related network infrastructure. Upon Customer’s authorization and direction, this fee is passed through to the taxpayer. Customer may elect to add-on to this fee as set forth in the Portal.

Remote Signature Service. The Remote Signature Service is an add-on feature/service of the CrossLink Software that allows Customer to collect a taxpayer’s signature remotely (“eSignature”). Customer will incur a charge of **\$5.00** for utilizing the Remote Signature Service on a per client (i.e., per SSN/TIN) remote eSignature event basis. This service is further explained and can be turned on/selected within the Portal. Customer may elect to pass-on and markup this service to their taxpayer clients.

Remote Invoicing Service. The Remote Invoicing service is a solution that allows tax preparation individuals or offices to bill and collect from Clients for tax preparation and other related products and services. There is a 2% Convenience Fee (based on the total invoice) that is charged for this service by SD to the Client (Client must accept this charge) at the time of payment.

Administrative Fees. When Customer elects to add-on or implement other fees to taxpayers (such election can be made within the Portal) that will require SD’s administration, SD will charge an administrative fee for processing and handling the administration of these add-on or other fees. If selected, such add-ons or other fees will require Customer to accept SD’s T&Cs for the implementation of such add-ons or other fees.

Prior TY Software Access Fee. This is a flat fee of **\$12.00** charged by SD to Customer [through the Wallet] when Customer accesses the software of a prior tax year and then creates a return from that prior tax year through the CrossLink Software.

Transmission/Transmitter (“Trans”) Fee. If you decide to offer Bank Products, the state in which your office(s) is located will dictate which one of these fees is charged to your taxpayer clients. ONLY ONE OF THESE FEES WILL BE CHARGED TO YOU. If your office is in a Restrictive State, the “Transmitter” Fee will be applicable. In all other states, the “Transmission” Fee will be charged. See below for further explanation.

- **Transmission Fee [Charged in all States except “Restrictive States”].**
If you wish to offer Bank Products, SD charges you a Transmission Fee for each approved Bank Product application transmitted through the CrossLink Software. Upon Customer’s authorization and direction, this fee is passed through to the taxpayer and the Bank Provider will deduct the Transmission Fee for SD directly from the taxpayer’s refund during the settlement process. Unless otherwise stated in writing, the default Transmission Fee is as follows: **\$25.95. THIS FEE IS CHARGED ON A PER BANK PRODUCT BASIS.** You may elect to add-on to this fee as set forth in the Portal.
- **Transmitter Fee [Charged in Restrictive States – ME, MD, NY, AR, CT & IL].**
Some states put restrictions on what types of additional fees may be charged to taxpayers that utilize a Bank Product. If you wish to offer Bank Products and you operate in a Restrictive State that prohibits (1) a separate charge for Bank Product fees (like the Transmission Fee listed above), or (2) any fees also not present on a non-Bank Product return, SD will charge a Transmitter Fee in place of the Transmission Fee. The Transmitter Fee is charged for the transmission and security of data and/or documents through the CrossLink Software. For each return, SD will charge the Transmitter Fee. The default Transmitter Fee is **\$25.95. THE FEE IS CHARGED ON ALL RETURNS, REGARDLESS OF WHETHER A BANK PRODUCT IS USED.** Upon Customer’s authorization and direction, this fee is passed through to the taxpayer. Customer may elect to add-on to this fee as set forth in the Portal. On Bank Product returns, this fee is withheld by the bank provider

from the refund and distributed directly to SD.

- 3.3. **Disclosure of Fees to Clients.** CUSTOMER IS RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS REGARDING THE CHARGING OF FEES TO CLIENTS, INCLUDING, BUT NOT LIMITED TO REGULATIONS INVOLVING THE DISCLOSURE OF FEES, FEE NOTIFICATION, AND CONSUMER PROTECTION REGULATIONS. FURTHER, CUSTOMER MUST FULLY DESCRIBE AND DISCLOSE IN WRITING ALL FEES APPLICABLE TO ITS CLIENTS.
- 3.4. **SD eCom Payment System (i.e., the “Wallet”).** SD may allow you to utilize the Wallet, which is a system that securely stores users’ payment information for numerous payment methods to make transactions electronically. SD requires that certain fees [subject to change] are to be paid via the Wallet, including but not limited to: Tech Fee on non-Bank Product returns, Remote Signature Service Fee, & PPR Fees. Go to the Portal for more information or to register and set up your Wallet [including Wallet T&Cs].
- 3.5. **Payment.** Customer agrees to pay all fees and/or charges in the manner specified in any applicable Order, invoice, other supplemental written or electronic documents/agreements or as specified in the Portal (e.g., Wallet, ACH, invoice, credit card, check, pass-through account). All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Customer as true and accurate and are payable in full. Customer is obligated to keep Customer’s contact information, billing information and credit card and/or ACH bank account information (where applicable) current and complete.
- 3.6. **Late Payment Fee.** Customer agrees and acknowledges that time is of the essence for payment of all fees and/or other charges. Any fees and/or other charges not paid when due shall incur interest at a rate of the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest rate allowed by law. CTTS’ or SD’s acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as “Paid in Full,” “Accord and Satisfaction,” or similarly)) shall not waive, limit, or prejudice in any way CTTS’ or SD’s rights to collect any amount due.
- 3.7. **Financial Incentives.** If Customer is eligible for any rebates, credits, incentives, or other financial benefits (collectively “Financial Incentives”), CTTS or SD will notify Customer in writing prior to the applicable tax season. Participation in the Financial Incentives are at the sole discretion of CTTS or SD and is subject to your compliance with any separately provided Financial Incentive terms and conditions and this Agreement.
- 37.1. **Subject to Adjustment.** CTTS and SD have developed their Financial Incentives on the basis of current business forecasts and market and economic conditions. If substantial changes occur that affect these conditions or forecasts, then CTTS or SD may, in its sole discretion, add to, amend, modify or discontinue any of the terms or conditions of any Financial Incentive at any time during the applicable tax season. Furthermore, adjustments could be made based on (1) compliance with governmental regulations and laws; actions by the Federal and/or any State government, administrative actions, (2) various other events, conditions and circumstances beyond the control of CTTS or SD, or (3) changes to any terms and conditions of any third-party contract that may affect any Financial Incentive or (4) a collection processing error or any drafting error in an incentive sheet as long as SD or CTTS notifies Customer of such error.
- 3.8. **Pass-Through Account (“PTA”).** Customer may register for a PTA within the Portal. A PTA is an account that SD sets up for Customer that collects money (1) on behalf of Customer, (2) as contractually agreed to, or (3) for a tax preparation office or entity that you legally or contractually control, operate or otherwise manage, from certain third parties. Customer must accept all terms of the **Pass-Through Account Agreement** (found in the Portal) if Customer elects to open a PTA. **IT IS IMPORTANT AND YOUR RESPONSIBILITY TO MONITOR AND KEEP YOUR PAYOUT DESIGNEE UP TO DATE FOR THIS ACCOUNT WITHIN THE PORTAL.**
- 38.1. **Early Payout.** Customer may be able to request an early payment from PTA. An early payment processing fee may be assessed, which will be disclosed prior to the early payout. This fee may be waived if Customer renews its order for tax compliance software for the next tax season before or at the time of the request.
- 3.9. **Right of Set-Off by CTTS.** In addition to any other remedies available, CTTS or SD reserves the right to set-off, at any time, any amount then due and owed to CTTS or SD by Customer against any amount payable by CTTS or SD to Customer under this Agreement or any agreement and if applicable, monies in Customer’s Pass-Through Account or Wallet [including processing a new payment through the Wallet of any amount owed].
- 3.10. **Payment Collection Through Bank Provider.** In addition to the other methods of payment collection provided for in this Agreement, CTTS may also seek uncollected amounts owed to CTTS by requesting such amounts from Customer’s Bank Provider. **CUSTOMER HEREBY AUTHORIZES CTTS TO REQUEST FROM CUSTOMER’S BANK PROVIDER, AND HEREBY AUTHORIZES CUSTOMER’S BANK PROVIDER TO PAY TO CTTS AMOUNTS DUE TO CUSTOMER BY THE BANK PROVIDER AND ACTUALLY OWED TO CTTS BY CUSTOMER.**

- 3.11. **Refunds.** Customer may request termination of its Order for CrossLink Software and request a refund by giving written notice to terminate to CTTS, provided (a) Customer has not transmitted a prior year's tax return using the CrossLink Software, (b) prepared or started to prepare a return for the current tax season using the CrossLink Software, or (c) the IRS has not yet authorized the transmission of the current tax year returns. Customer must within its written notice specify that Customer has retained no copies of the CrossLink Software and has uninstalled all downloaded copies of the CrossLink Software, that Customer has not disclosed any of the materials to any third party whatsoever, and Customer has not violated any provision of this Agreement. CTTS will, in this case, refund the fee that Customer has paid for the CrossLink Software, less two hundred dollars (\$200.00) for administrative, setup, handling and other costs. NO REFUND OF FEES WILL BE MADE if Customer has violated any provision of this Agreement. No other offer of refund is provided.
- 3.12. **Taxes.** Unless otherwise stated, any fees or charges payable under this Agreement do not include any applicable taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction or other like amounts (collectively, "Taxes") assessed by any governmental entity. Customer is responsible for directly paying all Taxes associated with its purchases pursuant to this Agreement. If CTTS or SD has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides CTTS or SD with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, CTTS or SD is solely responsible for taxes assessable against CTTS or SD based on its income, property and employees.
- 3.13. **No Deductions or Setoffs by Customer.** All amounts payable to CTTS or SD under this Agreement shall be paid to CTTS or SD in full without any setoff, recoupment, counterclaim, deduction or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).
4. **TERM & TERMINATION.**
- 4.1. **Term of Agreement.** Unless earlier terminated as provided in this [Section 4](#), this Agreement shall be effective for the term indicated within the accompanying Order. If no Order, then the term will start upon Customer's written or electronic acceptance of this Agreement (the "Effective Date") and shall remain in effect until the IRS shuts down e-filing for the 2024 tax year or November 30, 2025, whichever occurs first ("Term").
- 4.2. **Access to a Prior Tax Year Version of the CrossLink Software.** Customer may be given access to a prior tax year version of the CrossLink Software. If access is given, the usage of that version will be subject to Customer's compliance with this Agreement and any other agreements, fees, and charges applicable, as determined in CTTS' sole discretion. Furthermore, Customer acknowledges that use of any prior version of the CrossLink Software may be subject to limitations in functionality or additional requirements, in CTTS' sole discretion. This DOES NOT constitute an offer or in any way guarantee the availability, now or ever, of any prior version of the CrossLink Software to Customer.
- 4.3. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, all rights, access, Licenses and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to the CrossLink Software. Upon any expiration or termination of this Agreement, CTTS will have the right to immediately and indefinitely terminate Customer's access to and use of the CrossLink Software and any other CTTS or SD resource made available to Customer.
- 4.4. **Survival Upon Expiration.** The provisions of this Agreement which, by their terms, require or contemplate performance by the parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.
- 4.5. **Termination.** CTTS may, in its sole discretion and without notice, restrict, deny or terminate this Agreement or suspend the CrossLink Software, related products or services or CTTS or SD resources, effective immediately, in whole or in part, (1) if we determine that Customer has violated any term of this Agreement, including using the CrossLink Software in a manner that: is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity (e.g., being the subject of an investigation or legal action by any regulatory authority, governmental agency, legal authority or court order) or unauthorized access issues, (2) to protect the integrity or availability of the CrossLink Software or systems (e.g., malware or denial-of-service attacks), (3) if we determine Customer is breaching or failing to follow CTTS' policies, (4) for any late or non-payments to CTTS or SD, (5) if Customer no longer agrees to receive electronic communications, or (6) we determine that it is necessary to protect our interests or any customer's interest. Upon CTTS notice that your access and use of the CrossLink Software has been terminated you must immediately stop accessing and using the CrossLink Software and all of CTTS' or SD's resources, and any outstanding payments will become due. Any termination of this Agreement shall not affect CTTS' or SD's rights hereunder, including any rights to payments due to it.

5. **SUPPORT.**

- 5.1. **Support.** During the Support Term (as defined below), CTTS (either itself or through SD) will provide such product support for the applicable CrossLink Software as CTTS generally provides to customers as part of its then current support program for such CrossLink Software (“**Support**”). The “**Support Term**” means until the expiration of the Term of this Agreement. Support shall not include, and CTTS will not provide, any tax, legal or other professional or expert advice of any kind, including: the appropriate handling of tax issues, or otherwise. Support for prior year versions of the CrossLink Software is limited and is only available at CTTS’ discretion.
- 5.2. **Support Restrictions.** CTTS may provide system requirement information upon request, but Customer is solely responsible for preparing its computer systems for the CrossLink Software. CTTS will not provide technical support for systems that do not satisfy the published minimum requirements. CTTS values its support personnel and does not tolerate verbal abuse or disrespect; such behavior may result in the immediate termination of Customer’s support privileges. CTTS does not provide support for any software, hardware or services that are not purchased directly through CTTS or SD. CTTS further reserves the right to terminate its Support services to Customer if Customer makes excessive support requests at a volume that materially exceeds the average amount of service requests made by similarly sized customers (determined by annual return volume); in lieu of support termination, a support fee may also be implemented upon mutual agreement with the Customer.
- 5.3. **Customer Support Waiver.** Customer agrees that by contacting CTTS for Support, Customer will be authorizing CTTS or SD to access and perform work on its account, computer(s) and/or network(s), including but not limited to software, hardware, peripherals and memory (the “Computer System”). CTTS and SD will not be responsible for the loss of any information or data from Customer’s Computer System (whether related to the CrossLink Software or otherwise) or any malfunction or failure of the Computer System. It is Customer’s responsibility to ensure that the Computer System has been backed up.
- 5.4. **Software Training.** CTTS (either itself or through SD or third-party) will provide CrossLink Software training to designated Customer’s staff, as CTTS generally provides customers as part of its Program (“**Training**”). Usually, Training will be in the form of either on-site or on-line training sessions which could include assistance in initial account setup and on-going on-line or telephone tutorials.
- 5.5. **Updates.** The Desktop Software may periodically be Updated with tools, utilities, improvements, third party applications, or general updates to improve the Desktop Software. You agree to receive these Updates and agree to immediately install all available Updates to the Desktop Software and acknowledge that Customer’s failure to do so is at Customer’s sole risk. Furthermore, CTTS or SD may, if practical and appropriate, Update the Desktop Software from time to time to include revisions related to problem resolution in the Desktop Software such as bug fixes and workarounds or for other issues that require revisions to the Desktop Software and make such Updates available to you. However, any such revision of the Desktop Software shall be at CTTS’ or SD’s sole discretion and CTTS or SD shall have no obligation, express or implied, to provide Updates. CTTS shall have the right, in its sole discretion, to withhold access to Updates if you are delinquent in the payment of any fees and/or other charges owed to CTTS or SD.

6. **NEW PRODUCTS & OPTIONAL SERVICES.**

- 6.1. **New Products.** From time to time, CTTS or SD may make available to Customer, other products or services (“New Products”), under new or modified licensing programs, arrangements or schemes, in respect of which additional or different terms and conditions apply (“New Products T&Cs”). CTTS will notify Customer of the New Products and the New Products T&Cs. The New Products T&Cs are hereby incorporated into this Agreement by reference. Customer’s placement of orders for New Products shall be deemed Customer’s unequivocal acceptance of the New Products T&Cs. Customer acknowledges and accepts that unless expressly modified by the New Products T&Cs, the terms and conditions of this Agreement shall continue to apply. CTTS or SD may require Customer to acknowledge in writing, Customer’s acceptance of the New Products T&Cs.
- 6.2. **Optional/Ancillary Services.** CTTS, SD, or their Affiliates [e.g. Audit Allies, LLC] may offer certain additional services, products and promotions related to the CrossLink Software including, but not limited to: audit assistance, identity monitoring and restoration services and developer services for websites and mobile applications. Such services and products will be specifically identified in an Order or other supplemental documents/agreements (hereinafter referred to as “Optional Services”). CTTS, SD, or the Affiliate will provide Optional Services, at Customer’s election and acceptance of an Order or supplemental agreement describing the Optional Services. Customer acknowledges and accepts that unless expressly modified by the terms and conditions accompanying the Optional Services, the terms and conditions of this Agreement shall continue to apply to any Optional Services requested.

621. **METIK Services.** Audit Allies, LLC may offer CTTS customers an option to commission custom websites and/or a mobile application, along with the creation of certain marketing materials. CTTS Customers that utilize METIK services are charged an additional fee as specified in the Order. All CTTS Customers using METIK services acknowledge that these services will be governed by the terms set forth in the Appendix, as well as any supplemental terms that may accompany those services.

6.3. **Customer Must Utilize CTTS' or SD's Features and Related Products and Services.** The CrossLink Software allows Customer to purchase, elect and/or utilize certain features and related products and services. Customer will not utilize any service or product in conjunction with the CrossLink Software or in their tax preparation business, if a similar product, service or feature offering is available through CTTS or SD (e.g., a competing remote signature service, Bank Products, e-filing). Such usage will be deemed a violation of these terms and conditions and CTTS shall have the right to suspend or terminate your usage of the CrossLink Software and/or seek reimbursement for lost revenue for not utilizing the applicable CTTS or SD product, service or feature. Subsection 6.3 can only be waived by an Officer of CTTS. Such waiver must be in writing.

7. **THIRD-PARTY PRODUCTS.**

7.1. **"Third-Party Product(s)".** In connection with Customer's use of the CrossLink Software, Customer may be made aware of services, products, offers and promotions provided by third parties, and not by CTTS or SD ("Third-Party Products") that may include refund processing, payment processing services (e.g., PayJunction) and audit assistance, among others. If Customer decides to use, offer and/or resell Third-Party Products, Customer is responsible for reviewing and understanding the terms and conditions as well as any fees, if any, governing the use, offering or reselling of those Third-Party Products. Customer authorizes CTTS and SD to use and disclose Customer's contact information, including name and address, for the purpose of making the Third-Party Products available to Customer, or to assist or facilitate enrollment, if and as applicable. You agree that the third party, and not CTTS or SD, is responsible for the performance of the Third-Party Products. The CrossLink Software may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. CTTS and SD are not responsible for the content of any Third-Party Websites or any link contained in a Third-Party Website. CTTS and SD do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, and the inclusion of any link in the CrossLink Software is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by CTTS or SD of any data contained in, or any services made available through, any Third-Party Websites. In no event will CTTS or SD be responsible for the information contained in such Third-Party Websites or for Customer's use of or inability to use such websites. Access to any Third-Party Website is at your own risk, and Customer acknowledges and understands that linked Third-Party Websites may contain terms and privacy policies as well as fees that are different from those of CTTS or SD. CTTS and SD are not responsible for such provisions, and expressly disclaims any liability for use of such Third-Party Products and Third-Party Websites.

7.2. **7216 Consents.** Customer accepts full responsibility for obtaining any Client and other third-party consents or authorizations (in compliance with IRC 7216 and any other applicable governmental law, regulation and licenses) in connection Third Party Products offered in connection with or accessible through the CrossLink Software.

7.3. **Third-Party Products and Customer and Client Data.** If Customer or any of its Clients installs or enables Third-Party Products for use with the CrossLink Software, Customer acknowledges that CTTS or SD may allow providers of those Third-Party Products to access Customer Data and Client Data as required for the interoperation of such Third-Party Products with the CrossLink Software. CTTS and SD shall not be responsible for any disclosure, modification or deletion of any Customer Data and Client Data resulting from any such access by Third-Party Products providers.

7.4. **Integration with Third-Party Products.** The CrossLink Software may contain features designed to interoperate with Third-Party Products. To use such features, Customers and Clients may be required to obtain access to such Third-Party Products from their providers. If the provider of any such Third-Party Product ceases to make the Third-Party Product available for interoperation with the corresponding CrossLink Software features on reasonable terms, CTTS or SD may cease providing such CrossLink Software features without entitling Customer or any Client to any refund, credit, or other compensation.

7.5. **Third-Party Compensation.** CTTS and SD may receive compensation from Third-Party Product providers.

8. **CUSTOMER'S PROFESSIONAL RESPONSIBILITY AND WARRANTIES.**

8.1. **Professional Responsibility.** Customer understands, agrees and acknowledges that:

8.1.1. Use of the CrossLink Software does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of tax returns prepared by Customer while using the CrossLink Software(s) or any other work product generated by Customer while using the CrossLink Software;

8.1.2. Customer is solely responsible for all content, materials and Customer Data uploaded, posted or stored through Customer's use of the CrossLink Software;

8.1.3. Customer will neither inquire nor rely upon CTTS or SD for tax, legal or other professional or expert advice of any kind. CTTS and SD expressly disclaim any representations or warranties that Customer's use of the CrossLink Software will satisfy any statutory or regulatory obligations, or will assist with, guarantee or otherwise ensure compliance with any applicable laws or regulations;

814. Customer will retrieve in a timely manner any electronic communications made available to Customer by CTTS (for example, electronic filing transaction data such as acknowledgements and e-mail messages in Customer's mailbox);

815. Customer is responsible for securely managing and controlling all passwords and account access information and shall immediately contact CTTS if Customer becomes aware of any unauthorized access to such information. Further, Customer is responsible for protecting the information on Customer's computer(s) such as by installing anti-virus software, updating software, password protecting files, and not permitting third party physical or electronic access to computer(s). Customer is responsible for safeguarding taxpayer information as set forth in the IRS Publication 4600 and Publication 4557; and

816. Customer is fully and solely responsible for: (a) selection of adequate and appropriate versions of the CrossLink Software to satisfy Customer's business needs and achieve Customer's intended results; (b) use of the CrossLink Software; (c) all results obtained from the CrossLink Software; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, internet service, program and system resources and other equipment and utilities needed to install or use the CrossLink Software, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, applications, computer equipment or services used with the CrossLink Software.

817. Customer accepts full responsibility for obtaining any client and other third party consents or authorizations (in compliance with IRC 7216 and any other applicable governmental law, regulation and licenses) in connection with your use of the CrossLink Software and any products or services offered in connection with or accessible through the CrossLink Software (including the transmission to, or processing, storage or retransmission by, CTTS or SD of client tax return information), and hereby represent that you have or will obtain such consents or authorizations. Unless otherwise stated in this Agreement, you agree that CTTS and SD are not and shall not be responsible for retaining records of your clients' tax information, tax returns or other Client Data, and hereby release CTTS and SD from, and agree to indemnify CTTS and SD for any liability or damages arising out of, or related to, the loss of any such data. CTTS or SD may retain certain Client Data according to its internal data retention policies, as otherwise discussed elsewhere in this Agreement, as part of an additional service offered by CTTS or SD (fees may apply), for its own administrative purposes or as required by law.

818. Customer agrees to take full responsibility for any and all liability arising from preparation of the tax returns processed using the CrossLink Software provided under this Agreement and Customer agrees to indemnify CTTS and SD and hold them harmless against any and all liability to the United States government or other parties arising out of the use by Customer of the CrossLink Software under this Agreement, including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees. Customer is solely responsible for complying with all applicable rules, regulations and procedures of the United States government and all applicable state authorities.

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

821. Customer has full power and authority to enter into this Agreement and all Orders hereunder and to perform its obligations as set forth in this Agreement and such Order, and that this Agreement and all such Orders have been duly authorized and constitute valid and binding obligations of Customer;

822. Customer is licensing or accessing the CrossLink Software solely for Customer's own use and/or to provide tax preparation services to Clients;

823. Customer will not use the CrossLink Software to create a product, service or database that competes with CTTS, SD or the CrossLink Software;

824. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, including all rules, regulations and procedures of the Internal Revenue Service;

825. Customer will be solely responsible for compliance with this Agreement by the Authorized Users and, to the extent applicable, all Clients;

826. Customer has sole responsibility for the accuracy, quality, integrity, reliability, and appropriateness of all Customer Data;

827. Customer has all rights necessary to legally transmit the Customer Data to CTTS' or SD's networks or servers, and the possession, storage and use by CTTS or SD of such Customer Data will not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. CTTS and SD reserve the right, in their sole discretion, at any time, to remove any Customer Data that it believes to be in violation of this Agreement; and

828. Customer will not otherwise violate the rights of any third party while using the CrossLink Software.

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

831. Customer agrees that Customer will comply with all State and/or Federal electronic filing and direct deposit/direct debit rules and regulations as shall be in effect from time to time.

832. Customer acknowledges and agrees that all EFINs used by Customer and provided to CTTS are registered to Customer or else are registered to an Authorized User who is using the CrossLink Software on behalf of Customer. Customer also agrees to provide CTTS with Customer's most current EFIN, as well as proof of the EFIN holder's name and address, as requested by CTTS. Customer is responsible for maintaining, monitoring and protecting Customer's EFIN(s) and e-Services account. See [Publication 3112](#) for details about those requirements including that there must be an EFIN for each office location; where e-file transmissions occur. [When to Apply for a New EFIN](#)

833. Customer acknowledges and agrees that Customer is solely responsible for any direct deposit or direct debit option which Customer elects in accordance with applicable federal and state signature authorization forms (or any other similar form(s)) and that Customer is solely responsible for providing all complete, correct and necessary information directly to the IRS and any other taxing authority with respect to the same.

834. Customer acknowledges and agrees that CTTS and SD cannot guarantee that taxing authorities will accept all returns due to circumstances that are beyond CTTS' and SD's reasonable control. Customer agrees to review the electronic filing and remittance status after submission to confirm the file was accepted. For jurisdictions that do not accept electronic remittance, Customer must submit returns using standard paper methods.

835. Customer acknowledges and agrees that by using a computer system and the CrossLink Software to prepare and transmit Client returns electronically, Customer consents to the disclosure of all information (e.g. all information pertaining to Customer's use of the system and CrossLink Software to create your Clients' tax return(s) and to the electronic transmission of your Clients' tax returns) pertaining to the user (including, without limitation, Customer and each Authorized User) of such systems and CrossLink Software to create such Clients' tax returns and to the electronic transmission of Client returns to the applicable state and federal tax agencies. The IRS requires CTTS or SD to notify it, in connection with the electronic filing of tax returns, of the Internet Protocol ("IP") address of the computer from which the return originated and whether the email address of the person electronically filing the return has been collected.

8.4. **Banking Products.** The following terms and conditions will apply to any Banking Products used by Customer while using the CrossLink Software and are in addition to all other terms and conditions contained within this Agreement:

841. Customer agrees that if it elects to offer Banking Products to taxpayers whose tax returns are prepared with the CrossLink Software, then Customer will enroll with the appropriate Approved Integrated Banking Product Provider.

842. SD will select the Approved Integrated Banking Product Providers which currently consist of: Refund Advantage (Metabank), Republic Bank & Trust Company, Santa Barbara Tax Products Group, and Refundo. All Approved Integrated Banking Product Providers are subject to change at any time and at SD's sole discretion.

843. Customer must accept all terms of SD's **Banking Product Enrollment Agreement** if Customer elects to offer Bank Products.

844. Customer authorizes and acknowledges that each application for a Client's Bank Product that is transmitted through the CrossLink Software will be subject to applicable fees [including fees from the Bank, CTTS, and SD]. Customer agrees to obtain proper approval from the taxpayer for withholding these fees from the proceeds of the taxpayer's refund. The charging and collecting of fees are subject to applicable state and federal laws and regulations. CTTS and SD reserves the right to lock or amend (including eliminate) fees, including for certain states, as they deem necessary.

845. Customer will have the ability within the Portal to set optional fees to be charged to the taxpayer in connection with Bank Products [these vary depending on the Bank Provider and are subject to State Laws]. Please note that an additional admin fee may be charged by SD in connection with the processing of any optional bank fee that Customer may choose to set.

846. CTTS does not provide legal advice concerning the marketing or compliance with local, state or federal laws of Bank Products. In addition, certain states have regulations and requirements for preparers who offer Bank Products that may change from time to time. It is Customer's sole responsibility to be aware of and in compliance with these individual state regulations. For example, Arkansas (AR), Connecticut (CT), Illinois (IL), Maine (ME), Maryland (MD), and New York (NY) have added regulations to prevent tax preparers from charging extra fees to taxpayers opting to use a Bank Product to receive payment of

their tax refund. In short, tax preparers in these states must charge the same fees to all taxpayers. In response to these regulations, the CrossLink Software, by default, applies certain charges on a tax preparer's bill to ALL taxpayers, whether or not they have opted for a Bank Product. You should familiarize yourself with the requirements of the law in these states. [States with Special Laws Regarding Bank Product Fees.](#)

847. Customer acknowledges that CTTS and SD only permit the use of Bank Providers and authorized methods, including on a state-by-state basis, in connection with the offering of Banking Products for returns prepared with the CrossLink Software, and Customer therefore agrees only to use Bank Providers and methods to transmit Banking Products requests in connection with the CrossLink Software.

848. Customer agrees that the Bank Provider, and not CTTS or SD, is responsible for the performance, processing, approval, origination, servicing, marketing and issuance of Bank Products. CTTS and SD do not review, approve, monitor, endorse, warrant, or make any representations with respect to Bank Products, and the transmission of a Bank Products application through the CrossLink Software does not imply an endorsement, approval, investigation or monitoring by CTTS or SD of the Bank Provider or Banking Products.

849. Customer is responsible for obtaining the taxpayer's written consent, as required under IRS Code Section 7216, prior to using and/or disclosing the taxpayer's personal information for purposes of issuing Banking Products.

8.5. **Indemnification.** Customer agrees to indemnify and hold harmless CTTS, SD, their employees, officers, directors and Affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) to third parties (including any Clients, IRS, attorney generals, and any taxing authorities) relating to: (a) Customer's breach of any of its obligations, responsibilities, representations and/or warranties set forth in this Agreement or the Banking Products Enrollment Agreement; or (b) except to the extent of claims for which CTTS is liable as set forth in [Section 9](#) below, Customer's use of the CrossLink Software and related products and services including from SD or Affiliates, New Products, Optional Services, electronic filing, Banking Products and/or any other third-party software, application, product or service.

9. CTTS WARRANTIES.

9.1. **CTTS' General Warranties.** CTTS represents and warrants that: (a) it has title to the CrossLink Software or the right to grant Customer the rights granted hereunder; (b) the CrossLink Software does not violate any third party's United States patent, copyright or trade secret rights; and (c) CTTS has not inserted any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy – and CTTS' sole, exclusive and entire liability – for a breach of items (a) and (b) by CTTS shall be the exercise of its indemnity rights in accordance with [subsection 9.2](#) below. For a breach of item (c) Customer's sole and exclusive recourse and remedy – and CTTS' sole, exclusive and entire liability – shall be to terminate the Agreement and obtain a refund of the fees paid for the directly affected CrossLink Software less an allocation for use made by Customer prior to the breach.

9.2. Indemnification by CTTS.

921. Subject to the other terms and conditions set forth herein, CTTS agrees to defend Customer, its employees, officers, directors and Affiliates at CTTS' sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into in compliance with this Agreement) from and against any claims, demands, actions or proceedings by any unaffiliated third party alleging that the CrossLink Software as provided hereunder infringes or violates such third party's United States patent, copyright or trade secret rights; provided that: (i) CTTS is notified promptly in writing of the claim; (ii) CTTS controls the defense, settlement and approval of the claim; and (iii) Customer reasonably cooperates, assists and gives all necessary authority to CTTS and reasonably required information in connection with the defense or settlement of the claim.

922. CTTS' indemnity obligations set forth in [subsection 9.2.1](#) hereof will not apply if and to the extent that they arise from or relate to: (i) the use of the CrossLink Software in any form or substance other than as provided by CTTS hereunder and as required to be used by Customer hereunder; (ii) use of a superseded version of some or all of the CrossLink Software if the infringement or violation would have been avoided or mitigated by the use of a subsequent version (and/or Update) of the CrossLink Software that is provided to Customer; (iii) the modification of the CrossLink Software by Customer or any third party not authorized in writing by CTTS to do so; (iv) the use of the CrossLink Software in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology not supplied by CTTS; or (v) any data or information, or other intellectual property supplied by Customer, an Authorized User or any third party.

923. If the CrossLink Software becomes, or in CTTS' opinion, is likely to become, the subject of a third party claim covered by CTTS' indemnification obligations as set forth in [subsection 9.2.1](#), then CTTS may, in its sole discretion and at its sole cost and expense: (i) procure for Customer the right to continue using such CrossLink Software (ii) modify the infringing portion of the CrossLink Software so as to render it non-infringing but still appropriate for its intended use as set forth in this Agreement; or

(iii) replace the infringing portion of the CrossLink Software with non-infringing items with substantially similar functionality. If CTTS reasonably determines that none of the foregoing is commercially practicable, then CTTS may elect to terminate this Agreement and grant Customer a refund of the fees paid for the affected CrossLink Software less an allocation for use made by Customer prior to the termination.

924. This subsection 9.2 states CTTS' entire liability and the sole and exclusive remedy of Customer, its employees, officers, directors and Affiliates and any Authorized User with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

9.3. **Limited Warranty.** EXCEPT AS STATED IN SUBSECTION 9.1, THE CROSSLINK SOFTWARE, NEW PRODUCTS, OPTIONAL SERVICES, SUPPORT, ELECTRONIC FILING, AND ANY SERVICE OR PRODUCT PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CTTS, SD AND THEIR AFFILIATES DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES INCLUDING 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. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CROSSLINK SOFTWARE, INCLUDING ELECTRONIC FILING. CTTS, SD AND THEIR AFFILIATES DO NOT WARRANT THAT USE OR OPERATION OF THE CROSSLINK SOFTWARE OR ELECTRONIC FILING WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE FREE OF ERRORS OR DEFECTS, THAT ALL DEFECTS WILL BE CORRECTED OR THAT THE CROSSLINK SOFTWARE WILL PROPERLY OPERATE ON ANY SPECIFIC OPERATING SYSTEM OR COMPUTER HARDWARE OR CONFIGURATIONS OR BEFORE OR AFTER ANY SPECIFIC DATE OR TIME PERIOD. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE CROSSLINK SOFTWARE AND CTTS, SD AND THEIR AFFILIATES WILL HAVE NO LIABILITY THEREFOR.

9.4. **Limitation of Liability and Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CTTS, SD, THEIR AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE CROSSLINK SOFTWARE PROVIDED HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, CTTS, SD, THEIR AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET CTTS SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF CTTS, SD, THEIR AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF CTTS, SD AND THEIR AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE CROSSLINK SOFTWARE AND ITS USE.

9.5. **Internet Connectivity; Disclaimer.** Access to Web-based Applications, to electronic filing, and to Customer's Online Account(s) is made available by CTTS (either itself or through a third-party) via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary for such access. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to Web-based Applications, to electronic filing and/or to Customer's Online Account(s). Customer agrees that CTTS and SD are not in any way responsible for any interference with Customer's use of or access to Web-based Applications, to electronic filing and/or to Customer's Online Account(s) arising from or attributable to the Internet and Customer waives any and all claims against CTTS and SD in connection therewith.

9.6. **Third-Party Products.** ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO THIRD-PARTY PRODUCTS SHALL BE GOVERNED BY THE AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS. ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY CTTS, SD AND THEIR AFFILIATES. CUSTOMER HEREBY RELEASES CTTS, SD AND THEIR AFFILIATES FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT TO THIRD-PARTY PRODUCTS.

10. DISPUTE RESOLUTION.

10.1. **Governing Law.** Customer agrees that this Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof, to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

10.2. **Jurisdiction.** Customer agrees that any legal suit, action, or proceeding arising out of or relating to this Agreement and all related

documents, or the transactions contemplated hereby shall be instituted in any United States federal court or state court located in the state of Florida in the City of Orlando and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

- 10.3. **Enforcement.** Customer will pay all of CTTS' and SD's attorneys' fees and costs and expenses incurred in the enforcement of any of the provisions of this Agreement.
- 10.4. **Remedies.** Customer acknowledges that the CrossLink Software and other proprietary information of CTTS and SD are unique and that, in the event of any breach of this Agreement by Customer, CTTS and SD may not have an adequate remedy at law and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise in this Agreement, the various rights, options, elections, powers and remedies of a party or parties to this Agreement shall be construed as cumulative and no one of them exclusive of any others or of any other legal or equitable remedy, which said party or parties might otherwise have in the event of breach or default in the terms hereof.
- 10.5. **Notices.** Unless otherwise stated, all notices and other communications required or permitted under this Agreement shall be in writing and shall be considered given (i) immediately, when sent by email, or (ii) upon delivery when sent by personal delivery, certified mail, return receipt requested, or via commercial overnight carrier, postage or fees prepaid. All communications to CTTS must be sent to: CrossLink Tax Tech Solutions, LLC Attn: Legal Department, 2000 N. Alafaya Trail #350, Orlando, FL 32826. Customer agrees to always provide CTTS with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.
- 10.6. **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.
- 10.7. **Waiver.** A party's failure or delay requiring compliance with any term of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by the party of such term or right. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition set forth in this Agreement, and no course of dealing between the parties, shall operate as a waiver or legally bar a party from enforcing any right, remedy or condition. All waivers must be made in writing and signed by the waiving party and any such waiver on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

11. CONFIDENTIALITY.

- 11.1. **Nonuse and Nondisclosure.** Customer and CTTS agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable law or regulation (e.g., IRS regulations), all non-public information furnished or disclosed to the other pursuant to this Agreement (excluding Customer Data which shall be governed by subsection 2.10 of this Agreement), including the terms of Customer's Order(s) and proprietary information regarding the CrossLink Software (the "**Confidential Information**"), shall be held in strict confidence by the other party and will not be used other than as provided herein or made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those employees or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations as set forth in this Agreement and provided those employees or third-party consultants or service providers are bound to confidentiality obligations no less protective than this Section 11. Each party will be deemed to have fulfilled its confidentiality obligations of this Section 11 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).
- 11.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms of this Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; (d) is aimed at detecting or reporting suspicious or fraudulent tax returns and/or possible fraudulent activity or (e) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such

protective order.

- 11.3. **Expiration.** Upon termination or expiration of this Agreement, both parties agree to destroy all copies of written Confidential Information. Notwithstanding any of the foregoing, CTTS and SD shall be entitled to keep copies of Confidential Information (i) preserved or recorded in any computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and/or (ii) as required by applicable law or regulation; provided, that such Confidential Information shall remain subject to the confidentiality requirement of this Section 11. The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations set forth in this Section 11.
12. **USE WITH YOUR MOBILE DEVICE.**
Use of the CrossLink Software may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. CTTS AND SD MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:
- THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE CROSSLINK SOFTWARE AT ANY TIME OR FROM ANY LOCATION;
 - ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
 - ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE CROSSLINK SOFTWARE.
13. **MISCELLANEOUS.**
- 13.1. **Entire Agreement.** This Agreement, along with the Order, and any other terms otherwise published by CTTS or SD outside of this Agreement, constitutes the entire and exclusive agreement, understanding and representation, express or implied, between Customer and CTTS with respect to the subject matter hereof; it is the final expression of that agreement and understanding, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals) with respect to said subject matter. Oral statements made about the CrossLink Software, Support, electronic filing and/or any services will not constitute warranties, will not be relied on by Customer, and will not be binding or enforceable.
- 13.2. **Force Majeure/Uncontrollable Circumstances.** 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 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. Furthermore, either party may cancel this Agreement if there is any change in regulation or law that results in that party being prevented or prohibited from carrying out the terms of this Agreement.
- 13.3. **Good Faith.** The parties do agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.
- 13.4. **No Professional Advice.** CTTS and SD are not in the business of providing tax, financial or other professional services or advice. Consult the services of a competent professional when assistance of this nature is needed.
- 13.5. **Export Restrictions.** You acknowledge that the CrossLink Software, its related website, online services, and other services, including any mobile application, delivered by CTTS or SD are subject to restrictions under applicable U.S. export control laws including U.S. trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. laws. You agree that you will comply with these laws and regulations, and will not export, re-export, import or otherwise make available the CrossLink Software and/or technical data in violation of these laws and regulations, directly or indirectly.
- 13.6. **Agreement Changes.** CTTS reserves the right to amend or modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when the amended Agreement is sent to Customer in writing (including by email), are uploaded to the link to this Agreement in your Order, posted on CTTS' website (www.crosslinktaxtech.com) or within the Portal, or when we notify you by other means. Customer's continued use of the CrossLink Software shall represent Customer's agreement and acceptance of the amendments or modifications. Customer shall monitor the revision date/version number, and any change to its posted date/version number will be deemed notice to you that the terms have been updated.
- 13.7. **Communication and Marketing.** Communications to you [through e-mail, text messages, calls and push notifications] may include, but are not limited to, alerts, updates to this Agreement, secondary authentications, receipts, communications regarding

payments or past-due balances, reminders, account support, notifications, and information concerning marketing and promotions regarding any CTTS products and services or products or services offered by our affiliates or third-party partners. You are not required to agree to receive marketing or promotional communications to purchase any CTTS product or service. You can unsubscribe from promotional emails, calls, or messages by following the unsubscribe options in the promotional communication itself or in the Privacy Policy. For more information about your rights and choices regarding how we communicate with you [including other marketing efforts], visit our Privacy Policy link on www.crosslinktaxtech.com.

- 13.8. **Know Your Customer.** CTTS has internal policies to obtain, verify, and record information that identifies each Customer, which information includes the name and address of each Customer and other information that will allow CTTS to identify such Customer in accordance with CTTS' internal "know your customer" compliance requirements. Each Customer agrees to promptly comply with all requests to provide documentation and other information to CTTS from time to time.
- 13.9. **Modification of the CrossLink Software.** CTTS and SD reserve the right, in their sole discretion and without first consulting with Customer, to modify the CrossLink Software for any reason.
- 13.10. **Assignment.** Neither the Agreement nor any of the rights or obligations of the Customer may be assigned, in whole or in part without the prior written approval of CTTS. CTTS may, at its sole discretion, assign or novate this Agreement, or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Customer. The Agreement is binding upon and inures to the benefit of the parties hereto and their successors and permitted assigns.
- 13.11. **No Construction Against Drafter.** Each of the parties hereto acknowledges that it has had the opportunity to be represented by 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.
- 13.12. **Consent to Electronic Delivery & Signatures.** You consent to electronic delivery of all documents that may be required to be delivered to you. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. For more information see ESIGN Consent and Disclosure link on website, www.crosslinktaxtech.com.
- 13.13. **Compliance with Laws.** The parties agree, represent, and warrant that them and their agents, subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement. The breaching party agrees to indemnify and hold harmless the non-breaching party from and against all claims that may be sustained by the non-breaching party from the breaching party's failure to comply with such laws, ordinances, and the like.
- 13.14. **Social Media Sites.** CTTS may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among anyone who has registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.
- 13.15. **Evaluation Use of CrossLink Software.** If Customer is using the CrossLink Software on a trial, demonstration or evaluation basis, then this Agreement will govern such use by Customer except as modified by this [subsection 13.14](#). Certain functionality of such CrossLink Software may be disabled or restricted. Commercial use of the CrossLink Software is not authorized and is a violation of U.S. and international copyright laws. Customer is required to remove any trial, evaluation or demonstration copies of the CrossLink Software from any and all Customer equipment upon the conclusion of the trial, evaluation or demonstration and to destroy or promptly return such copies to CTTS. Customer must purchase a Subscription or a License from CTTS before using the CrossLink Software for commercial purposes.
- 13.16. **Insurance.** Customer shall carry reasonable commercial general liability insurance sufficient to cover its obligations under this Agreement.
- 13.17. **Headings and References.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.
- 13.18. **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

APPENDIX

WEBSITES, MOBILE APPS AND MARKETING MATERIALS [FORMERLY PROVIDED THROUGH AN AFFILIATED COMPANY NAMED METIK]

- a. **Introduction.** Customer has the option of engaging METIK to create custom web sites and/or a mobile application (collectively the “Applications”), as well as to create certain marketing materials (“Design Services”). Applications and Design Services are provided at an additional charge. Applications are licensed as an annually renewable subscription with maintenance fees after the first year. Customer agrees that an annual fee for hosting and maintenance will apply to the Applications.
- b. **Ownership.** Customer shall obtain no ownership in the intellectual property of the Applications and Design Services, including any source code, graphics, photos, mock-up files or written copies contained therein. Customer must not use any of the Applications or any content supplied or created by METIK after the Term, unless Customer has renewed the applicable Applications. Customer must not modify, copy, duplicate, reproduce, license or sublicense content, or transfer or convey the source code or other work product of any Applications or Design Services to any third-party without our prior written consent. Customer will be granted a perpetual license to use the final deliverables of any fully paid Design Services order, provided that such deliverables may not be modified or sublicensed by Customer in any way without the written permission of METIK. Customer agrees that any actions in violation of the foregoing will be deemed a material breach of this Agreement and subject to immediate termination without refund. Unauthorized reproduction and distribution will also be considered a violation of METIK’s rights and will be subject to all available remedies under the law.
- c. **Customer Content.** All content provided by Customer for use in the Application(s) will be owned by Customer and Customer represents that it will not provide any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display or material (whether written, graphic, sound, or otherwise) for use in the Application(s) unless such materials are either owned or properly licensed for such use by Customer (“Customer Content”).
- d. **Logos.** Notwithstanding Section (b) herein, full ownership in any logo(s) designed by METIK for Customer shall automatically transfer to Customer upon full payment by Customer for such logo(s). METIK shall retain the right to display logos and other graphics from the Applications as examples of its work within its portfolio, which METIK may publicly display, electronically or otherwise.
- e. **Copyright Notices.** All Applications will contain a copyright/legal statement with a link to METIK’s contact information. Customer understands that any Applications submitted to Google Play Store and/or the Apple App Store will contain such copyright information.
- f. **Domain Names.** Customer is required to provide or else register and purchase an Internet domain name of its choice through a domain registrar (e.g., GoDaddy.com, Gandi.net and Name.com) for any Application involving a custom website. Customer will be the sole owner of the domain name and will be solely responsible for maintaining and renewing the domain name registration. Customer agrees to work with METIK or to otherwise grant us access to the domain name registration account for purposes of directing the domain name to our hosting servers.
- g. **Mobile App Disclosure.** Please note that the iOS version of the mobile app will be published in the Apple App Store as the “TaxMobileApp” and will require your customers to enter a code to access Customer’s version of the app. If Customer prefers to have its own unique app on the Apple App Store, this is available, but Customer must register for its own Apple Developer Account (currently a \$99 annual registration fee) and provide information such as a DUNS number (see Organization requirements at <https://developer.apple.com/programs/enroll/>). There are currently no such restrictions with the Android version of the app and the Google Play Store.
- h. **Project Completion.** Custom projects will require Customer to work cooperatively with METIK to complete the project in a timely manner. Customer must provide all requested information and responses within two (2) business days or less in order to avoid delays. The parties agree to work together to expeditiously complete the project within the delivery time frame provided by METIK on the Order or otherwise. Customer’s delay or failure to provide required content or approvals will not be a valid reason for a refund. Customer must provide all requested content before METIK is able to provide proofs for approval.
- i. **Project Delivery.** Applications will be published explicitly to METIK’s hosting service provider, upon approval by Customer of the final proof. Customer agrees that once the project has been published, any changes requested will be considered as maintenance and additional fees may apply. Deliverables requiring the production of printed work product (e.g., banners, signs, etc.) will require Customer’s final written approval and payment before delivery.
- j. **Payment Terms.** Upon Customer’s election to obtain Applications, Customer agrees to render a 50% non-refundable deposit of

the cost for the specific services to be performed, with final payment due immediately upon delivery of the completed project. Customer agrees that should a project be stopped for any reason before completion, the project files or content will not be transferred to Customer and METIK will remain the respective owner. METIK reserves the right to remove any content should Customer default on payments associated with the Applications services provided. Pursuant to Section (i) herein, Design Services must be paid for in full before any deliverables will be printed and delivered to Customer.

- k. **Term.** Customer agrees that all Applications are provided only during such time that Customer is under agreement with us to utilize CrossLink Software in its tax offices. If this Agreement or use of the CrossLink Software expires or otherwise terminates, METIK will have the right to remove, disable and/or delete any Applications from the server, the Google Play Store, and the Apple App Store without further notice. Customer acknowledges that no Customer Data located within any of the Applications will be provided to Customer after such termination and Customer is responsible for exporting any Customer content through the feature provided on the content management system prior to termination. METIK will delete all Customer Data shortly after termination.
- l. **Territory.** The Applications are provided solely for use in connection with the promotion of Customer's U.S. based tax preparation services. Consequently, the Applications are intended to only be accessed within the United States by U.S. taxpayers. METIK provides no representations or support regarding use, operation, legal compliance or security of the Applications outside of the United States.
- m. **Website Maintenance.** The fee paid does include Website Maintenance. METIK will make its best efforts to provide and/or make the Website and its services available in an uninterrupted manner to the Customer. However, the Website and its services may be subject to downtimes and/or may not be available temporarily due to scheduled maintenance activity initiated by us, and such scheduled maintenance activity may be notified to the Customer by email from us. In addition, the Website and its Services may be unavailable due to unscheduled emergencies and/or for other causes beyond our reasonable control, and for such unscheduled emergencies prior notice shall not be given by us. If the Customer or an agent other than METIK attempts to update Customer's webpages, the time required for METIK to repair webpages will be assessed at an hourly rate. Changes requested by the Customer beyond those limits will be billed at the hourly rates set forth in the Order. This rate shall also govern additional work authorized beyond the maximum specified in the Order for such services as webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics, or any other services.
- n. **Customer Indemnity.** Customer shall indemnify and hold harmless METIK (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by METIK as a result of any claim, judgment, or adjudication against METIK related to or arising from (a) Customer Content as defined herein, (b) a violation of the terms of this Agreement, (c) Customer's use of the Applications or (d) a claim that METIK's use of the Customer Content infringes the intellectual property rights of a third party.
- o. **METIK Indemnity.** In performing services under this Agreement, METIK agrees not to design, develop, or provide to Customer any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If METIK becomes aware of any such possible infringement in the course of performing any work hereunder, METIK shall immediately notify Customer in writing. METIK agrees to indemnify, defend, and hold Customer, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Applications or other deliverables, other than Customer's responsibilities and Customer Content.
- p. **Disclaimer of All Other Warranties.** METIK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATIONS WILL MEET THE CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE APPLICATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT CONTENT LOSS WILL NOT OCCUR. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATIONS IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, METIK PROVIDES ITS SERVICES ON AN "AS IS" BASIS, "WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, SATISFACTORY QUALITY, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATION SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

- q. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CUSTOMER HEREUNDER. METIK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.