CROSSLINK TAX TECH SOLUTIONS, LLC
SUB-SERVICE BUREAU AGREEMENT

This Sub-Service Bureau Agreement (the "**Agreement**") sets forth the terms and conditions of the **CROSSLINK TAX TECH SOLUTIONS, LLC** (hereinafter referred to as "**CTTS**") Sub-Service Bureau Program. This Agreement is between CTTS and the entity or business agreeing to these terms ("Sub-Service Bureau") [when accompanied by an Order, Sub-Service Bureau is identified in the "Sub-Service Bureau" section of the Order]. By accepting this Agreement (electronically or otherwise), or by reselling Products (as defined below), Sub-Service Bureau (also referred to as "**Sub-SVB**") hereby accepts this Agreement. If you are an individual entering into this Agreement on behalf of Sub-SVB, you represent and warrant that you are an authorized representative of Sub-SVB with the authority to bind Sub-SVB to this Agreement. This Agreement does not apply if you are buying Products for your own internal end-use. You may not resell the Products if you do not accept this Agreement.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

RECITALS

A.   CrossLink Professional Tax Solutions, LLC ("SD"), a California corporation, has developed and hosts a suite of tax preparation software products (Desktop Software and Web-based Applications) for tax professionals to prepare business and individual state and federal tax returns (collectively known throughout the tax preparation industry simply as "CrossLink Software").

B.   SD established CTTS, as a Service Bureau, to establish a distribution channel of vendors to participate in its Sub-Service Bureau Program (the "Program") to market, promote, distribute and resell Products to tax professionals, firms or other sub-resellers.

C.   Sub-SVB is a provider of income tax preparation solutions to individuals and businesses and wishes to have the right to market, resell, license and distribute the Products through CTTS' Program to tax preparers, tax offices and sub-resellers in the United States.

D.   SD and CTTS desire to have Products (including CrossLink Software) marketed by Sub-SVB, and Sub-SVB desires to participate in CTTS' Program to promote, resell and distribute such Products, 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. For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

1.1. "**Affiliate(s)**" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

1.2. "**Approved Integrated Banking Product Provider**" or "**Bank Provider**" means a third-party financial services institution or a third-party service provider of Bank Products which has been approved by SD and integrated into the CrossLink Software to facilitate and provide Bank Products to taxpayers.

1.3. "**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 in connection with the Products.

1.4. "**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 taxpayer's refunds and/or advance funds to taxpayer in anticipation of repayment from the proceeds of the tax refund.

1.5. "**Client(s)**" means any third-party client of a Customer that has entered into a direct agreement with Customer for tax preparation services.

1.6. "**CTTS Privacy Policy**" means the CTTS Privacy Policy on our website, crosslinktaxtech.com. Sub-SVB agrees to the applicable CTTS Privacy Policy, and any changes published by CTTS.

1.7. "**Customer(s)**" or "**End-User(s)**" means individuals or entities purchasing or otherwise obtaining Products from Sub-SVB [or a Reseller] for their commercial use in their tax preparation business. Typically, tax preparation offices, independent tax

professionals, online tax preparation providers, and electronic return originators ("EROs").

1.8. "**Customer Data**" means all information, data, and any content, that is generated, collected, processed, uploaded to or stored on the Products by or on behalf of Customer, which could include a Client's Personal Information and Tax Return Information**.**

1.9. "**Desktop Software**" means any version of the tax preparation desktop software developed by SD (e.g., "CrossLink 1040"), including the files, databases, Documentation, materials, modifications, revisions, optional features and functionality, Enhancements, and updates, if any. Desktop Software is purchased in physical format (CD) or downloaded from the internet. Desktop Software is licensed, not sold.

1.10. "**Documentation**" means the written or electronic documentation, images, video and text specifying the functionalities of the Products made available to Sub-SVB, Customers or Users.

1.11. "**End User License Agreement or EULA**" means SD's standard end user license agreement as may be amended by SD from time to time, that must be accepted by the Customer as a condition precedent to using the Desktop Software.

1.12. "**Fee(s)"** means the amounts payable to CTTS or its Affiliates by Sub-SVB for Products and other transactions.

1.13. "**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.

1.14. "**Intellectual Property Rights**" means any registered and unregistered rights in inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other proprietary rights, derivatives thereof, and forms of protection of a similar nature under any applicable law anywhere in the world.

1.15. "**Order(s)"** means a written or electronic confirmation of an order by Sub-SVB that documents (i) the acquisition of Products from CTTS for resale and (ii) other transactions. All Orders incorporate and are subject to the terms and conditions of this Agreement.

1.16. "**Personal Information**" means any information that identifies or can be used to identify an individual. Personal information may relate to any individual.

1.17. "**Products**" means any products and services, including Desktop Software and Web-based Applications, that Sub-SVB is authorized by CTTS to promote, resell or distribute according to the terms and conditions of this Agreement.

1.18. "**Reseller**" means a business or entity that contracts with Sub-SVB to promote, resell, or distribute the Products to Customers.

1.19. "**Sub-SVB Data**" means all information, data, and any content, that is generated, collected, processed, uploaded to or stored on the Products by or on behalf of Sub-SVB.

1.20. "**Tax Return Information**" means all the information tax return preparers obtain from taxpayers or other sources in any form or manner that is used to prepare tax returns or is obtained in connection with the preparation of returns.

1.21. "**Terms of Service**" means SD's standard terms of service as may be amended by SD from time to time, that must be accepted by the Customer as a condition precedent to using the Web-based Applications.

1.22. "**Users**" means individuals who are authorized by Customers to use the Products. Users may include but are not limited to Customer's employees, consultants, contractors and agents, and third parties with which Customers transact business.

1.23. "**Web-based Applications**" means any online application of the tax preparation software developed by SD (e.g., "CrossLink Online"), including, any applicable materials, modifications, revisions, optional features and functionality. Web-based Applications allows access on demand by using a web browser. This will require an internet connection.

2. NATURE OF APPOINTMENT AND DISTRIBUTION OF PRODUCTS.

2.1. <u>Program Participation</u>. As a condition of participation in the Program, Sub-SVB agrees to comply with the then current Program Guide, license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of Products, licenses, and accompanying authorized media (if any) for marketing and resale provided by CTTS or SD. Notwithstanding anything to the contrary contained herein, Sub-SVB agrees that the distribution of those Products consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Under no circumstances may Sub-SVB, a Reseller or Customers acquire any ownership rights in software.

- **Product Documentation**. SD shall be responsible for certain Product Documentation.

- **Program Guide.** The program guide ("Program Guide") contains integral parts of this Agreement and is posted in the Portal. The Program Guide is designed to provide detailed information about the program benefits and requirements. CTTS or SD reserves the right to modify the Program Guide hereof at any time. Sub-SVB agrees that it is Sub-SVB's responsibility to regularly check for any updates to the Program Guide. In addition, by continuing to engage with CTTS after we post any changes, Sub-SVB accepts the updated Program Guide.

- **End User Agreements.** Sub-SVB acknowledges and accepts that (i) each Desktop Software is to be licensed to Customers in accordance with the terms and conditions of the EULA applicable to the Desktop Software and (ii) each Web-based Application is to be accessed and used by Customers in accordance with the terms and conditions of the Terms of Service applicable to the Web-based Application. The EULA or Terms of Service will be shipped with,

included in (e.g., part of a product installer or an executable document), made available by download, or otherwise accompanies such CrossLink Software. Sub-SVB shall not modify the terms of the EULA or Terms of Service or assist any End User in circumventing or violating any EULA or Terms of Service.

2.2. <u>Provision of Products</u>. Conditioned on the provisions in this <u>Section 2</u> and the other terms and conditions of this Agreement and payment of the applicable Fees, CTTS hereby appoints Sub-SVB, and Sub-SVB hereby accepts, for the Term (unless terminated as provided in this Agreement), a non-exclusive, non-transferable, appointment to act as a CTTS-approved sub-service bureau of the Products during the Term, alone or in combination with Sub-SVB products or services or Third-Party Products. Sub-SVB shall market, promote and resell the Products to Customers, potential Customers and Resellers, at its own expense and using its own efforts.

2.3. <u>CTTS & SD reserve the right to:</u> (a) sell the Products to end users directly; (b) enter into agreements with other service bureaus or sub-service bureaus to distribute the Products; (c) enter into arrangements or agreements with third parties (including but not limited to end users, sub-service bureaus, or systems integrators) in connection with the Products; (d) deny the resale of Products to any Customer or Reseller; (e) deny the transfer of any customer (not with Sub-SVB) currently utilizing or reselling the Products, to Sub-SVB, at its sole discretion; and (f) place any limitations on the installation [e.g., by office location, per EFIN] of the CrossLink Software at its discretion.

2.4. <u>CTTS Responsibilities for the Distribution of Products</u>. CTTS shall provide Sub-SVB with, or access to, the Products for resale to Customers, potential Customers and Resellers. The Products shall be made available by CTTS subject to any unavailability caused by circumstances beyond CTTS' reasonable control, including any force majeure events and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within CTTS' possession or reasonable control, and denial of service attacks. The Products may be temporarily limited, interrupted or curtailed due to maintenance, repair, modifications, upgrades or relocation. CTTS shall attempt to notify Sub-SVB of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Products. CTTS or SD shall be entitled to change the Products during the Term provided that CTTS or SD do not materially reduce the capabilities provided by the Products. Additionally, CTTS reserves the right to suspend or terminate the Products (or any part thereof) if CTTS believes that Sub-SVB, a Reseller or a Customer has violated this Agreement, and CTTS will have no liability to Sub-SVB as a result of any such suspension or termination.

2.5. <u>Integration Activities</u>. Except as specified in writing signed by both parties or in <u>Section 2.6</u>, CTTS or SD will not be required to modify the Products in any way to incorporate any work product of Sub-SVB's or a third party or otherwise modify or adapt the Products for use with any hardware, application, technology, systems or tools provided by any entity other than CTTS.

2.6. <u>Enhancements to the Products.</u> CTTS (through SD) may, at its discretion, provide Enhancements (as defined below) to the Products as specified in CTTS' "Project Request Form" or as specified in writing submitted by Sub-SVB. 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 by CTTS. "Enhancements" means any modification or addition to the Products that materially changes its utility, efficiency, function capability or application, but that does not solely consist of an error correction.

2.7. <u>Sub-SVB Responsibilities for the Distribution of Products</u>. Sub-SVB shall maintain marketing and customer service standards that are appropriate in order to maintain high-quality Products and to reflect favorably on Sub-SVB's, CTTS' and SD's reputation. Sub-SVB shall provide Customers with prompt, courteous, and efficient service, shall take every reasonable precaution not to disclose or use any Customer Data or information, other than as permitted by any applicable privacy or data laws or regulations, and shall deal with Customers honestly and fairly. Sub-SVB shall be responsible for all activities of its Customers and Sub-SVB shall (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Products and shall notify CTTS promptly of any such unauthorized access or use; and (ii) comply with all applicable local, state, and federal laws and regulations in respect to the promotion and resale of the Products.

2.8. <u>Mutual Obligations</u>. Neither party shall by way of statement, act or omission, discredit or reflect adversely upon the reputation of or the quality of the other party or the products or services provided by the other party (including SD).

2.9. <u>Restrictions.</u> Sub-SVB shall not (and shall not authorize any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Products except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Products; (c) remove any proprietary notices, labels, or marks from the Products (except to the extent Sub-SVB is so permitted to for the purposes of co-branding the Products); (d) frame or mirror any content forming part of the Products; or (e) access the Products in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Products.

2.10. <u>Ownership and Proprietary Rights</u>. CTTS, SD, its suppliers and its licensors own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other Intellectual Property Rights), in and to the Products. Sub-SVB agrees that only CTTS and SD shall have the right to maintain, enhance or otherwise modify the Products. If Sub-SVB provides CTTS with reports of defects in the Products or proposes or suggests any changes or modifications (collectively "Feedback"), CTTS and SD shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into CTTS' or SD's products and/or services, including, without limitations, the Products, without any obligation to Sub-SVB. Except as expressly set forth in this <u>Section 2</u>, CTTS and SD reserve all rights and grants Sub-SVB no licenses of any kind, whether by implication, estoppel, or otherwise.

2.11. <u>Trademark License; Trademark Use</u>. (i) CTTS and SD hereby grants Sub-SVB a limited, non-exclusive and nontransferable right during the Term to use certain logos, service marks and trademarks associated with the Products ("Marks," as may be amended from time to time), solely to promote, market and resell the Products to Customers, potential Customers or a Reseller pursuant to this Agreement. In determining the manner and method in using the Marks, Sub-SVB shall account for policies established from time to time by CTTS or SD for sub-service bureaus. The right granted herein to use the Marks may be revoked by CTTS or SD at any time by giving Sub-SVB written notice (including via email). (ii) Sub-SVB agrees not to contest the validity or ownership of any Marks or take any action in derogation of any Mark or the other registered or unregistered service marks or trademarks of CTTS and SD, including without limitation, applying to register any trademark, trade name, domain name, service mark or other designation that is confusingly similar to any Mark or the other registered or unregistered service marks or trademarks or domain name of CTTS or SD. (iii) Sub-SVB will ensure that proper trademark notices are displayed at all times in association with the Marks, including, but not limited to any such use or display on Sub-SVB's website. (iv) Sub-SVB agrees not to adopt any commercial marks that are confusingly similar to any of the Marks or the other registered or unregistered service marks or trademarks or domain name of CTTS and SD. If Sub-SVB elects to post a website to promote Sub-SVB business, Sub-SVB agree that such website (a) should be readily distinguishable by a Customer, potential Customer or a Reseller as Sub-SVB's website (and not CTTS or SD); (b) should make clear that Sub-SVB is a separate and distinct entity from CTTS and SD; and (c) will not copy design features of CTTS' and SD's websites or otherwise infringe on any CTTS or SD Intellectual Property Rights.

2.12. <u>Sub-SVB's Use of Resellers</u>. Sub-SVB may appoint Resellers [provided that Reseller meets SD's and CTTS' then current requirements and policies to qualify as a reseller] to market, promote and/or resell the Products provided that Sub-SVB shall continue to be responsible for all of its duties and obligations under this Agreement and for any acts or omissions of any of its Resellers, and any acts or omissions of any of its Resellers shall be attributed to Sub-SVB, and Sub-SVB shall: (a) be fully liable and responsible to CTTS or, as applicable, SD for all transactions, losses, costs, damages and expenses of whatsoever nature, that CTTS or SD may sustain or incur as a result or in connection with any act or omission of any Reseller, provided that Sub-SVB shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Sub-SVB and (b) indemnify CTTS, SD, their officers, directors, employees, agents and Affiliates (including their officers, directors, employees, agents) from and against any and all actions, causes of action, claims and demands of whatsoever nature caused by, arising directly or indirectly out of, or in connection with any acts or omissions of any Reseller, provided that Sub-SVB shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Sub-SVB. Sub-SVB will take all commercially reasonable measures to ensure CTTS and SD are fully protected from all Resellers, namely by binding Resellers to terms and conditions substantially and materially similar to the terms and conditions of this Agreement.

2.13. <u>Third Party Beneficiary</u>. SD shall be a third-party beneficiary of, with the power to enforce all of the terms and conditions of this Agreement herein against Sub-SVB. SD has no obligations to Sub-SVB under this Agreement, however.

2.14. <u>Performance by CTTS' Affiliates</u>. Sub-SVB agrees, acknowledges, and understands that actual performance of CTTS' obligations under this Agreement may be made by Affiliates of CTTS. For purposes of this Agreement, performance of any such obligations under this Agreement by any Affiliate of CTTS shall be deemed performance by CTTS itself.

3.   DATA PROTECTION AND PRIVACY

3.1. <u>Customer and Sub-SVB Data</u>. CTTS, SD and Service Providers shall have the limited right to use the Customer Data and Sub-SVB Data to provide the Products in accordance with this Agreement and Sub-SVB shall obtain such rights from its Customers (or appropriate third party) for CTTS and SD. Subject to the limited rights granted to CTTS and SD pursuant to this Agreement, CTTS or SD acquire no right, title or interest from Sub-SVB or any Customers under this Agreement in or to Customer Data and Sub-SVB Data, including any intellectual property rights therein. CTTS and SD shall not (a) modify Customer Data except to the extent required to provide the Products, (b) disclose Customer Data except as compelled by law, subpoena or court order, as permitted under Section 3.3, as permitted in writing by Sub-SVB or the applicable Customer or Client, or as expressly authorized pursuant to the terms of this Agreement, or (d) access Customer Data except to provide the Products (or in connection with ancillary products or services integrated in, or transmitted through, the CrossLink Software), prevent or address service or technical problems, fraud detection and prevention, maintenance, support and product development, at Sub-SVB's request in connection

with Customer support matters, or as expressly authorized pursuant to the terms of this Agreement.

3.2. <u>Overlapping Data.</u> For the avoidance of doubt, any Sub-SVB or 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 or Sub-SVB Data, is fully accessible for use by CTTS in any manner it deems appropriate, subject to its Privacy Policy.

3.3. <u>Service Providers.</u> CTTS may use third parties in the operation of the Program or to perform any of our obligations in this Agreement (each a "Service Provider"). We may share a limited amount of Sub-SVB or Customer Data with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this data and prohibit the Service Provider from using any of the data for purposes unrelated to the Products.

3.4. <u>Sub-SVB Obligations.</u> (i) In collecting, processing, recording, storing, registering, disclosing, transferring and using Customer Data and in maintaining records, Sub-SVB shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and (ii) without limiting the generality of the foregoing, Sub-SVB shall make all appropriate registrations and shall apply for all appropriate authorizations, consents, approvals, and/or licenses so as to enable the transfer of the data to CTTS, SD and any third party(ies) designated by CTTS, and their holding and use by CTTS, SD and any third party(ies) designated by CTTS, for any purposes specified by CTTS, and in so far as permitted under the applicable privacy protection regulations and the applicable data protection regulations.

3.5. <u>CTTS Obligations.</u> In collecting, processing, recording, storing, registering, disclosing, transferring and using Customer Data and in maintaining records, CTTS shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws.

3.6. <u>Data Retention by CTTS.</u> CTTS will use commercially reasonable efforts to retain the data that Sub-SVB or a Customer has properly submitted to CTTS' online servers for at least three (3) years following the year in which Sub-SVB or Customer submitted such data ("Stored Data"). It is Sub-SVB's responsibility to back-up on Sub-SVB's own local system all Customer and Sub-SVB Data that Sub-SVB or its Customers submits to CTTS. CTTS specifically disclaims any liability for Sub-SVB's or Customer's failure to maintain data as required by law. After three (3) years, CTTS will maintain such Stored Data in accordance with its internal business practices or as required by any law or regulations.

3.7. <u>Data Retrieval by CTTS</u>. Upon Sub-SVB's written request, at CTTS' discretion and subject to any fees CTTS may charge, CTTS may make available for retrieval all Stored Data then in CTTS' possession or control.

3.8. <u>CTTS (thru SD) Data Transfer or Retrieval for a Customer</u>. CTTS would prefer that any and all Customer Data retrieval or transfer request come from Sub-SVB directly and not directly from a Customer. Any retrieval or transfer request will require the proper forms and documentation (SD forms) be submitted to CTTS which may include documentation from a Customer. CTTS (working with SD) will determine whether such retrieval or transfer request meets its requirements to proceed with that retrieval or transfer. Such retrieval or transfer of Customer Data will be performed by SD. However, if Sub-SVB does not accept and particpate with a Customer's request for retrieval or transfer of its data, Sub-SVB acknowledges, that Customer has the right, under the End User Agreement that is signed during the installation of the CrossLink Software, to work directly with CTTS or SD on that request. Such a request still requires the proper forms and documentation to be submitted by Customer and will be completed at CTTS' or SD's discretion. To ensure Customer will have this right to retrieve or transfer their data, Sub-SVB will indicate in their agreement with their Customers, that each Customer is the owner of any data he/she uploaded, collected, generated, processed or stored on the CrossLink Software.

3.9. <u>Data Security</u>. The parties shall each 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 their possession and/or under their 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.

3.10. <u>Notification of Security Breach.</u> For purposes of this Agreement, "Security Incident(s)" shall have the meaning assigned by the applicable laws regarding data protection to the terms "security incident," "security breach" or "personal data breach," including but not limited to any situation where Sub-SVB or CTTS know, discover, are notified of, or suspect that Customer Data has been or is likely to have been accidentally or unlawfully destroyed, lost, altered, accessed or disclosed in an unauthorized manner or in violation of this Agreement or the applicable laws regarding data protection. The parties agree to establish and

implement policies and procedures to detect, respond to, and otherwise address Security Incidents. The parties will use best efforts to remediate any harm caused by any Security Incident. The parties agree to notify the other party about a Security Incident without undue delay, after discovery, if a party knows or suspects that a Security Incident has occurred. The party receiving notification of a Security Incident has the right to investigate that Security Incident and the other party agrees to cooperate fully in such investigation of any harm or potential harm caused by the Security Incident.

4. PRODUCT(S) SETUP AND OPERATION.

4.1. <u>Support.</u> CTTS (either itself or through SD) shall provide basic support for the Products to Sub-SVB at no additional charge and/or upgraded support if purchased separately by Sub-SVB. Sub-SVB shall be responsible for providing First Line Support to Customers of the Products. For the purposes of this Agreement, "First Line Support" means (i) fielding each initial call on a Product problem or other inquiry from a Customer or User; (ii) generating and issuing a trouble ticket containing a reference/tracking number to the Customer; (iii) to the extent reasonably possible, identifying the problem or performance deficiency in the Products; (iv) by reference to only a troubleshooting guide that may be provided by CTTS, attempted resolution of the problem; (v) where such problem has not been resolved, preparation of an error notification in relation to the problem or performance deficiency; (vi) managing communications and expectations with the Customer until the problem is referred to CTTS; and (vii) escalating the error notification to CTTS. Under no circumstances will CTTS be obliged to deal directly with a Customer.

4.2. <u>Access to the Portal ("Portal").</u> CTTS or SD shall provide access to the Portal upon Sub-SVB's agreeing to the Portal T&Cs. The Portal (operated by SD) provides a repository where Sub-SVB may obtain information about and access to certain applications, agreements, Products, services, fees, software, 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, Products; (b) tools for viewing and accessing usage and billing information and statistics; (c) documentation and specifications for Products, 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.

4.3. <u>Co-Branding.</u> CTTS (either itself or through SD), at its discretion, may allow Sub-SVB to co-brand the Products in connection with offering them to Customers. Co-branding shall mean the use of the product name that Sub-SVB and CTTS mutually agree upon to remarket the Products to Customers, followed by phrase such as "Powered by CrossLink". The parties shall mutually agree on the language, marks, names, logos and other matters concerning the co-branding of the Products. CTTS (either itself or through SD) may charge a fee for co-branding. Additionally, Sub-SVB shall consult the Marketing Guidelines, for further guidelines on co-branding, which may be published by CTTS or SD from time to time.

4.4. <u>Marketing Guidelines</u>. The Marketing Guidelines contain integral parts of this Agreement and is posted in the Portal. The Marketing Guidelines are a set of tools and rules on how to market Products. CTTS or SD reserves the right to modify the Marketing Guidelines hereof at any time. Sub-SVB agrees that it is Sub-SVB's responsibility to regularly check for any updated Marketing Guidelines. In addition, by continuing to engage with CTTS after we post any changes, Sub-SVB accepts the updated Marketing Guidelines.

4.5. <u>Marketing Commitment</u>**.** (a) Sub-SVB agrees to make a commercially reasonable effort to promote the Products, and to solicit and obtain orders from Customers, potential Customers and Resellers for the Products. In determining the manner and method in pursuing this undertaking, Sub-SVB shall account for policies established from time to time by CTTS for sub-service bureaus. (b) In reselling the Products alone or with Sub-SVB products or services or Third-Party Products, Sub-SVB will ensure at all times clear reference to the relevant contracting party. (c) Sub-SVB will ensure that its Customers ONLY utilize features, functionality and/or other products and services made available by CTTS, SD or Affiliates or can be enabled through the Products (even if at an additional cost), even though a third party may offer a similar product, service, function or feature (e.g., Remote Signature, Bank Products, e-filing). (d) Sub-SVB will ensure that any Customer that utilizes Bank Products in conjunction with the Products ONLY uses an Approved Integrated Banking Product Provider.

4.6. <u>Sub-SVB Responsibilities</u>. Sub-SVB shall (i) be responsible for Customers', Users' and Resellers' compliance with any applicable provision of this Agreement and CTTS' and SD's policies and procedures applicable to the Products; (ii) provide and if applicable, procure each Customer's acceptance of, the applicable EULA, Terms of Service, other contractual requirements or Documentation applicable to Customer's receipt or use of Products; (iii) conduct business and provide Products in full compliance with all applicable laws and regulations; and (iv) be responsible for the accuracy, quality and legality of the Customer Data and of the means by which it was acquired. Sub-SVB shall not: (a) make the Products available to anyone other than Customers, Users and Resellers; (b) attempt to gain unauthorized access to the Products or their related systems or networks; (c) make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement or the policies established by CTTS or SD; (d) use the Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use the Products to store or transmit Malicious Code; or (f) interfere with or disrupt

the integrity or performance of the Products or third party data contained therein.

4.7. Account Passwords. CTTS and SD will not be liable to Sub-SVB or any other third party for Sub-SVB's or Customers' failure to maintain the confidentiality of their account access information, including passwords.

4.8. Authority to Bind all Controlled EFINs and Sub-Accounts listed under Sub-SVB's Account. CTTS allows Sub-SVB to set up or link subordinate accounts ("Sub Accounts") to its CTTS account ("Main-Account"). CTTS may limit the number of Sub Accounts Sub-SVB may set up. As the Main-Account, Sub-SVB 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; and (v) electing, adding on to or changing fees. Sub-SVB 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 Sub-SVB is making on their behalf.

4.9. Responsible for All Controlled EFINs' and Sub-Accounts' Actions or Omissions. Sub-SVB 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. In addition, Sub-SVB acknowledges that it is bringing these relationships to CTTS, and Sub-SVB is expecting CTTS to do business with these Controlled EFINs and Sub-Accounts simply because of Sub-SVB's relationship with them. Because of how Sub-SVB and its Controlled EFINs and Sub-Accounts are intertwined, Sub-SVB 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.

5. NEW PRODUCTS AND THIRD-PARTY PRODUCTS

5.1. New Products. From time to time, CTTS, SD, or an Affiliate may make available to Sub-SVB, Products or 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 Sub-SVB of the New Products and the New Products T&Cs. The New Products T&Cs are hereby incorporated into this Agreement by reference. Sub-SVB's placement of orders for New Products shall be deemed Sub-SVB's unequivocal acceptance of the New Products T&Cs. Sub-SVB acknowledges and accepts that unless expressly modified by the New Products T&Cs, the terms and conditions of this Agreement shall continue to apply to Sub-SVB's resale of New Products. CTTS, in its sole discretion, may also require Sub-SVB to acknowledge in writing, Sub-SVB's acceptance of the New Products T&Cs.

5.2. Ancillary Services and/or Products. CTTS or SD, either themselves or through an Affiliate [e.g., Audit Allies, LLC], may provide ancillary products and services including but not limited to an audit assistance product, an identity monitoring and restoration product, and developer services for websites and mobile applications. These products will be accessible to Sub-SVB Customers, subject to the terms and conditions that accompany such ancillary product or service.

5.3. Third-Party Products. "Third-Party Products" means software, content, features, functionality and components, including related documentation, that are owned by third parties; or other products or services used in connection with, integrated in, or transmitted through the Products or offered for Sub-SVB, Customers' or Clients' convenience through CTTS or SD but provided by third parties. The Products may contain or be used in connection with Third-Party Products. CTTS AND SD DO NOT CONTROL OR ENDORSE ANY 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. SUB-SVB IRREVOCABLY WAIVES ANY CLAIM AGAINST CTTS AND SD WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS. CTTS AND SD ARE NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE ENABLEMENT, ACCESS OR USE OF ANY SUCH THIRD-PARTY PRODUCTS.

5.4. Specific Third-Party Product - Banking Products. If a Customer elects to offer Banking Products in connection with the Products, Sub-SVB shall ensure that each Customer uses an Approved Integrated Banking Product Provider and agrees to SD's **Banking Product Enrollment Agreement** prior to offering such Bank Products. Sub-SVB is aware and will inform their Customers that CTTS and SD do charge fees for processing Bank Product returns. These are automatically charged on every return with a Bank Product application and are paid by the taxpayer via their refund [see the Portal for more information].

- **Compliance with Laws and Regulations.** CTTS and SD do 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 [such as the bullet below]. Sub-SVB shall inform each Customer that they are solely responsible for compliance with any laws and regulations with

regard to Bank Products.

- **CrossLink's Software in dealing with States with Special Laws and Regulations regarding Bank Products**. Arkansas (AR), Connecticut (CT), Illinois (IL), Maine (ME), Maryland (MD), and New York (NY) have added regulations to prevent tax preparers (and Bank Product facilitators) from charging extra fees to taxpayers opting to use a Bank Product to receive payment of their tax refund. In short, tax preparers and Bank Product facilitators 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.
- **Sub-SVB Bank Product Fees**. Sub-SVB, within the Portal, may have the option to set certain fees to be charged to a taxpayer in connection with Bank Products.
- **Optional Customer Bank Product Fees**. Sub-SVB is aware and will explain to its Customers that (1) they may have the ability to set certain Customer fees within the Portal in connection with Bank Products [these vary per Bank Provider and are subject to State Laws] and (2) an SD admin fee may be charged to manage these optional Customer fees.

5.5. <u>Third-Party Products and Customer Data and Sub-SVB Data</u>. If Sub-SVB or any of its Customers installs or enables Third-Party Products for use with the Products, Sub-SVB acknowledges that CTTS or SD may allow providers of those Third-Party Products to access Customer Data and Sub-SVB Data as required for the interoperation of such Third-Party Products with the Products. CTTS or SD shall not be responsible for any disclosure, modification or deletion of any Customer Data and Sub-SVB Data resulting from any such access by Third-Party Products providers.

5.6. <u>Integration with Third-Party Products</u>. The Products may contain features designed to interoperate with Third-Party Products. To use such features, Sub-SVB and Customers 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 Product features on reasonable terms, CTTS or SD may cease providing such Product features without entitling Sub-SVB or any Customers to any refund, credit, or other compensation.

6. TERM AND TERMINATION.

6.1. <u>Term.</u> Unless earlier terminated as provided in this <u>Section 6</u>, this Agreement shall be effective for the term indicated within the accompanying Order. If no Order, then the term will start upon Sub-SVB's written or electronic acceptance of this Agreement (the "Effective Date") and shall remain in effect until December 31, 2025 (the "Term").

6.2. <u>CTTS Termination Rights</u>. CTTS may terminate this Agreement for cause immediately and without further notice in the event that: (i) Sub-SVB fails to perform any of Sub-SVB's obligations under this Agreement or is otherwise in default hereunder; (ii) CTTS, in its sole discretion, determines that Sub-SVB does not meet the Program criteria for participants as determined by CTTS or SD from time to time; (iii) any conduct or proposed conduct of Sub-SVB exposes or threatens to expose CTTS or SD to any liability or obligation, including any obligation under federal, state or local law; (iv) Sub-SVB violates any CTTS or SD policies or adversely affects any of our other customers, reputation, network, property, or services; (v) Sub-SVB provides false, inaccurate, outdated, or unverifiable information, including identification or credit information; or (vi) Sub-SVB becomes insolvent or bankrupt.

6.3. <u>Sub-SVB Termination Rights</u>. Sub-SVB shall have the right at any time, by giving notice to CTTS, to terminate the Agreement if CTTS commits a material breach of any of the terms or conditions of this Agreement and fails to cure such breach within 30 days after delivery of notice thereof.

6.4. <u>Effect of Termination.</u> Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program will be immediately revoked; (ii) Sub-SVB shall immediately cease use of all CTTS and SD trademarks, tradenames, copyrights and all Program material; (iii) Sub-SVB shall promptly return to CTTS all Confidential Information or certify in writing that it has destroyed such information; (iv) all rights and licenses granted under this Agreement will immediately and automatically terminate (including and not limited to Sub-SVB, Resellers and Customers); (v) Sub-SVB will immediately discontinue representing that Sub-SVB is a Program participant; and (vi) Sub-SVB, and its Resellers and Customers will immediately cease accessing or using the Products and any and all CTTS or SD resources.

6.5. <u>Other Relief.</u> Any termination of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the terminating party may otherwise be entitled against the other party.

7. FEES, PAYMENTS AND FINANCIAL INCENTIVES.

7.1. <u>Fees and Payment.</u> The following fees or charges may be assessed by CTTS or SD. Sub-SVB acknowledges that there are fees that CTTS or SD may directly charge a tax preparer or a taxpayer. Sub-SVB shall pay CTTS or SD the applicable Fees and any other charges as set forth in this Agreement, any Order, the Portal, other supplemental documents/agreements or, if applicable, upon receipt of an invoice from CTTS or SD. All Fees and charges are due immediately and are nonrefundable, except as otherwise

stated. Sub-SVB is responsible for ensuring that all Fees or charges are paid on time. In the event of Sub-SVB's failure to make timely payments, CTTS reserves the right to suspend or stop providing the Products, and any CTTS or SD resources, to Sub-SVB, Resellers and Customers. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Sub-SVB as true and accurate and are payable in full. Sub-SVB is obligated to keep Sub-SVB's contact information, billing information and credit card and/or ACH bank account information (where applicable) current and complete. The charging and collecting of fees and other charges are subject to applicable state and federal laws and regulations. CTTS and SD reserve the right to lock or amend (including eliminate) fees and other 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 Sub-SVB and/or their Customers 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 CURRENT RATES.

7.2.   Direct Charges to Sub-SVB.
CrossLink Software Charges. Sub-SVB shall pay CTTS or SD the charges for the CrossLink Software 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.

Frequently Asked Questions

How is the CrossLink Software Purchased?	By License: the purchase of CrossLink 1040 and CrossLink Business. By Subscription: the purchase of CrossLink Online.
How is License or Subscription assigned?	License: assigned to one User ID. Subscription: assigned to one EFIN.
I bought Licenses or Subscriptions under a bundled package:	
What happens when I assign a License or Subscription, but no tax returns are transmitted?	If a User ID or EFIN does not transmit a return, that License or Subscription will be able to be reassigned to another User ID or EFIN.
Can I buy Additional Licenses or Subscriptions?	Yes. After using the allocated Licenses or Subscriptions of your bundled package, you can assign a License or Subscription and we will charge you once a User ID or EFIN transmits a return at the then current rate of a License or Subscription or as specified under the bundle you selected.

Administrative Fees. Sub-SVB may have the opportunity to add-on to a fee. If Sub-SVB elects to add-on, CTTS or the administrative entity (i.e., SD) may charge an administrative fee for processing and handling the administration of that add-on. See Portal for more information on add-on opportunities.

7.3.   CTTS Direct Charges to Customers or Clients. Sub-SVB acknowledges and will make Customers aware that there are charges that CTTS may directly charge a Customer or a Client. These are charges relating to (1) the use of the Products, (2) certain features and functionality enabled within the Products, (3) ancillary products or services integrated in, or transmitted through, the Products or (4) Third-Party Products. These are further discussed below, in the End User documentation and agreements, and the Portal.

Service Bureau Fee. The Service Bureau Fee will be specified in the Order. If Customer decides 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.

Business Pay-Per-Return ("PPR") Fee. For each federal business return created through the PPR Business software, Customer will be charged a **$35** Business PPR Fee. Sub-SVB may elect to add-on to this fee as set forth in the Portal.

7.4. <u>SD Direct Charges to Customer or Client.</u> Sub-SVB acknowledges and will explain to its Customers that there are charges that SD may directly charge a Customer or a Client. These are charges relating to (1) the use of the Products, (2) certain features and functionality enabled within the Products, (3) ancillary products or services integrated in, or transmitted through, the Products or (4) Third-Party Products. These are further discussed below, in the End User documentation and agreements, and the Portal.

Technology Fee. This is a flat fee of **$4.00** charged by SD 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. Unless otherwise agreed to, the Technology Fee is passed through to the taxpayer. A Customer may elect to add-on to this fee as set forth in the Portal.

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.

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. Customer may resell/pass on and mark up this service to their taxpayer clients as set forth in the Portal.

Remote Invoicing Service. The Remote Invoicing service is a solution that allows tax preparation offices to bill and collect from companies and individuals for tax preparation and other related products and services. If this platform is offered by tax preparation offices to their Client base, and if a Client accepts and uses this method of payment, a 2% convenience fee (based on the total invoice) is charged by SD to the Client.

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.

Transmission/Transmitter Fee ("Trans Fee"). If Customer decides to offer Bank Products, the state in which Customer's office(s) is located will dictate which one of these fees is charged to Customer's taxpayer clients. <u>ONLY ONE OF THESE FEES WILL BE CHARGED TO CUSTOMER.</u> If Customer's 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.

- <u>Transmission Fee [Charged in all States except "Restrictive States"]</u>. If Customer wishes to offer Bank Products, SD charges Customer a **$25.95** 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. THIS FEE IS CHARGED ON A PER BANK PRODUCT BASIS. Customer may elect to add-on to this fee as set forth in the Portal.

- <u>Transmitter Fee [Charged in Restrictive States – ME, MD, NY, AR, CT & IL]</u>. Some states put restrictions on what types of additional fees may be charged for taxpayers that utilize a Bank Product. If Customer wishes to offer Bank Products and has an office 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 **$25.95** 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 (per unique SSN/TIN), SD will charge the Transmitter Fee. THE FEE IS CHARGED TO ALL TAXPAYERS, 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.

7.5. **Disclosure of Fees to Customers and/or Clients. SUB-SVB IS RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS REGARDING THE CHARGING OF FEES TO CUSTOMERS AND IF APPLICABLE CLIENTS, INCLUDING, BUT NOT LIMITED TO REGULATIONS INVOLVING THE DISCLOSURE OF FEES, FEE NOTIFICATION, AND CONSUMER PROTECTION REGULATIONS. FURTHER, SUB-SVB MUST ENSURE THAT IT AND ITS CUSTOMERS (AND IF NECESSARY, ENFORCE) FULLY DESCRIBE AND DISCLOSE IN WRITING ALL FEES CHARGED [IN PARTICULAR, ANY FEES CHARGED TO TAXPAYERS].**

7.6. Financial Incentives. If Sub-SVB is eligible for any rebates, credits, incentives, or other financial benefits (collectively "Financial Incentives"), CTTS or SD will notify Sub-SVB in writing prior to the applicable tax season. Participation in the Financial Incentives is at the sole discretion of CTTS or SD and is subject to Sub-SVB's compliance with any separately provided Financial Incentive terms and conditions, and this Agreement.

- **Program Conditions for Financial Incentives.** CTTS and SD have developed its 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.

7.7. Adjustments to Sections 7.1 – 7.6. CTTS or SD, at their sole discretion, can make adjustments to fees, charges and Financial Incentives based on (1) compliance with governmental regulations and laws; (2) actions by the Federal and/or any State government, administrative actions, or 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 fees, charges or Financial Incentives.

7.8. Financial Incentives Limitations & Recovery of Lost Revenue – CrossLink Transferred Customer ("TC"). Sub-SVB understands that if CTTS or SD allow a CrossLink Customer [defined as an individual or entity that has purchased Products from SD, CTTS, their Affiliates, any service bureau or sub-service bureau for the current or the prior tax season] to transfer to Sub-SVB under the terms of this Agreement, this Section will be applicable as long as that TC is a customer of Sub-SVB. A transfer is only allowed if Sub-SVB receives consent, in writing, from an officer of CTTS or SD.

    i. **Financial Incentives (rebates, credits, incentives, or other financial benefits) paid to Sub-SVB as a direct result of TC activities will be limited to the following**: Sub-SVB will not receive any Financial Incentive payout from CTTS or SD over and above the Financial Incentive payout TC would have received based on their last Financial Incentive schedule and cut-off date as a CrossLink Customer (i.e., not transferred to Sub-SVB), not to exceed the per unit rate of their last Financial Incentive payment. This applies to the initial transfer year as well as all future years TC remains with Sub-SVB. Furthermore, under no circumstances shall TC activity be counted or included in which Sub-SVB would achieve a higher grid or tier for any Financial Incentive.

    ii. **Clawback Provision**: Sub-SVB acknowledges that based on current processing of Financial Incentives to Sub-SVB; CTTS or SD may inadvertently include TC activity when it pays Sub-SVB their Financial Incentives, based on the CTTS' or SD's arrangement with Sub-SVB (i.e., Sub-SVB Financial Incentives schedules). If this occurs, Sub-SVB shall be liable to CTTS or SD for any overpayment of any Financial Incentive. This overpayment is calculated by taking the total payout of Financial Incentives made to Sub-SVB that is a direct result of any activity of the TC, less what would have been payable to the TC (at the time of the transfer) for Financial Incentives had TC remained a CrossLink Customer (i.e., not transferred to Sub-SVB).

        a. CTTS or SD will collect any overpayment owed to them by: (a) withdrawing such amount from Sub-SVB's Pass-Though Account; (b) off-setting any other amounts CTTS or SD may owe Sub-SVB under this Agreement or any other agreement; or (c) sending Sub-SVB an invoice for the overpayment amount.

    iii. **Catch All Provision**. Whether or not specifically mentioned above, the intent of this Section is to make sure that Sub-SVB does not financially benefit from transferring a CrossLink Customer to Sub-SVB to CTTS' or SD's detriment. This would materialize in the form of lost revenue by payments, on TC activity, to Sub-SVB based on Sub-SVB incentives, fee structures or other payout metrics. If such a lost revenue materializes, then CTTS or SD can recover such lost revenue from Sub-SVB by one of the three (3) collection methods mentioned in Section 7.8(ii)(a).

7.9. Customer/Resellers Pricing and Responsibility. All fees, rates or charges charged by Sub-SVB to Customers/Resellers for the Products shall be determined solely by Sub-SVB unless (1) as otherwise stated in this Agreement, (2) if CTTS implements a

Minimum Advertised Price Policy ("MAP Policy") or other guidelines on pricing, or (3) prohibited by law. Unless agreed to by CTTS, CTTS shall have no responsibility for billing or collecting any fees or any other amounts from Customers/Resellers. Sub-SVB is solely responsible for payment to CTTS for all Fees or charges for the Products resold to Customers/Resellers. In connection with such activities, Sub-SVB will act in all respects for its own account and will be responsible for such matters as credit verification, deposits, billing, collection, bad debts and any unauthorized use of the Products by or on behalf of its Customers/Resellers.

7.10. <u>Amounts owed to CTTS or SD from a Customer.</u> A Customer may owe CTTS or SD money for enabling certain features of the Products or obtaining related products or services directly from CTTS or SD. Sub-SVB acknowledges that CTTS may suspend or terminate Products to any Customer that fails to pay CTTS or SD any amounts that are due and payable. Additionally, Sub-SVB acknowledges and agrees that that any Customer's uncollected debt to CTTS or SD shall become a Sub-SVB liability. CTTS or SD will seek payment from Sub-SVB by any of the following: (1) offsetting funds CTTS or SD may owe to Sub-SVB, (2) withdrawing funds from Sub-SVB's Pass-Through Account, or (3) invoicing Sub-SVB.

7.11. <u>SD eCom Payment System (i.e., the "Wallet").</u> Sub-SVB may sign up for the Wallet in the Portal. The Wallet is a system developed by SD that securely stores users' payment information for numerous payment methods to make transactions electronically. Sub-SVB acknowledges that Customers are required to sign up for the Wallet, and Sub-SVB must ensure Customers are aware of this requirement. SD requires that certain fees [subject to change] are to be paid via the Wallet. Go to the Portal for more information or to register and set up your Wallet [including Wallet T&Cs].

7.12. <u>Late Payment Fee.</u> Sub-SVB agrees and acknowledges that time is of the essence for payment of all Fees and charges. Any Fees or 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 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 rights to collect any amount due.

7.13. <u>Pass-Through Account ("PTA").</u> A PTA is an account that CTTS or SD sets up for Sub-SVB to collect payments (1) on behalf of Sub-SVB, (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. Sub-SVB must accept all terms of the **Pass-Through Account Agreement** (found in the Portal) 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.**

- **SPECIAL DEPOSITS INTO SUB-SERVICE BUREAU'S PTA**. Certain optional fees that a Customer may set or charge will be collected by SD and placed into Sub-SVB's PTA, as specified in the Portal. Sub-SVB acknowledges that either it will get or has an understanding or agreement with each Customer that these fees will be paid to Sub-SVB [and not paid directly to Customer]. Sub-SVB also acknowledges that the sharing or distribution arrangement of those PTA funds, between Sub-SVB and each Customer, is outside the control of CTTS or SD.

7.14. <u>Payment Collection Through Bank Provider.</u> 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 Bank Providers that Sub-SVB is working with. **SUB-SVB HEREBY AUTHORIZES CTTS TO REQUEST FROM A BANK PROVIDER SUB-SVB IS WORKING WITH, AND HEREBY AUTHORIZES EACH BANK PROVIDER TO PAY TO CTTS, AMOUNTS DUE TO SUB-SVB BY A BANK PROVIDER AND ACTUALLY OWED TO CTTS BY SUB-SVB.**

7.15. <u>Right of Set-Off by CTTS.</u> 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 Sub-SVB against any amount payable by CTTS or SD to Sub-SVB under this Agreement or any agreement and if applicable, monies in Sub-SVB's Pass-Through Account or Wallet [including processing a new payment through the Wallet of any amount owed].

7.16. <u>Taxes.</u> Unless otherwise stated, the Fees and other charges do not include any 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 (collectively, "Taxes"). Sub-SVB is responsible for 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 Sub-SVB is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Sub-SVB, unless Sub-SVB 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.

7.17. <u>No Deductions or Setoffs by Sub-SVB.</u> 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).

8. CONFIDENTIAL INFORMATION

8.1. <u>Definition.</u> "**Confidential Information**" means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. CTTS' or SD's Confidential Information includes the terms and conditions of this Agreement, the Products, any technical or performance information about the Products, any non-public documentation provided by CTTS or SD and any new product information regarding the Products.

8.2. <u>Obligations.</u> As receiving party, each party will (a) hold the disclosing party's Confidential Information in confidence and not disclose such Confidential Information to third parties except as permitted in this Agreement and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this <u>Section 8</u> and they are bound to confidentiality obligations no less protective than this <u>Section 8</u>.

8.3. <u>Exclusions.</u> These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations, or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information if required by law, subpoena or court order, provided, if permitted by law, it notifies the disclosing party in advance.

8.4. <u>Remedies.</u> Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this <u>Section 8</u>.

9. WARRANTY; LIMITATIONS OF LIABILITY; INDEMNIFICATION.

9.1. <u>Limited Warranty on Products</u>. CTTS, SD AND AFFILIATES MAKE NO WARRANTIES EXCEPT THOSE EXPRESSLY STATED IN THE END USER DOCUMENTATION PROVIDED WITH THE PRODUCTS. Sub-SVB shall not make any warranty on CTTS, SD or Affiliates' behalf. Sub-SVB is solely responsible for, and Sub-SVB shall indemnify and hold CTTS, SD and Affiliates harmless from and against, any claims related to any warranty Sub-SVB grants that is beyond the CTTS, SD or Affiliates limited warranty provided in this paragraph.

9.2. <u>Sub-SVB Warranties.</u> Sub-SVB represents and warrants that (a) it has the legal power and authority to enter into and perform its obligations under this Agreement, (b) its execution and performance of this Agreement will not violate any other agreement to which it is a party, and (c) it will comply with all laws applicable to its business in connection with its performance under this Agreement.

9.3. <u>Warranty Disclaimer</u>. EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTION 9.1</u>, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS" AND CTTS, SD AND AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OR ANY REPRESENTATIONS TO SUB-SVB OR ANY CUSTOMER REGARDING THE USABILITY, CONDITION, OPERATION OR FITNESS OF THE PRODUCTS. CTTS, SD AND AFFILIATES DO NOT WARRANT THAT SUB-SVB'S OR ANY CUSTOMERS' ACCESS TO OR USE OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. CTTS, SD AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

9.4. <u>Warranty – Access to Web-based Products</u>. Subject to the terms and conditions hereof, CTTS warrants that it shall use commercially reasonable efforts to assure that any Web-based Product(s) is accessible on the Internet twenty-four (24) hours a day, seven (7) days a week. The foregoing notwithstanding, Sub-SVB acknowledges that from time to time the Web-based Product(s) may not be available to display the content as scheduled or may be inaccessible or inoperable for any reason including: (a) hardware and software malfunctions; (b) periodic maintenance procedures or repairs which CTTS, SD or its hosting company may undertake from time to time; or (c) causes beyond the control of CTTS and which are not reasonably foreseeable by CTTS, including interruption or failure of telecommunication or digital transmission links, hostile network attacks and network congestion or other failures. In the event of a breach of warranty under this Section, CTTS' sole responsibility, and Sub-SVB's sole and exclusive remedy, is, at CTTS' option, (i) to repair and restore access to the Web-based Product(s) via the Internet or (ii) correct any error or omission to the content.

9.5. <u>Warranty – Third-Party Products</u>. Third-Party Products may carry with them a limited warranty from the third-party provider of such Third-Party Products. CTTS, SD and Affiliates are not responsible for fulfillment of any Third-Party Product warranty or for problems attributable to the use of Third-Party Products. ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY CTTS, SD OR AFFILIATES.

9.6. <u>Limitations of Liability</u>. TO THE FULLEST EXTENT ALLOWED BY LAW, CTTS, SD AND AFFILIATES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY SUB-SVB TO THIRD PARTIES, EVEN IF CTTS, SD OR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO SUB-SVB. CTTS', SD'S AND AFFILIATES' TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT CUMULATIVELY EXCEED THE AMOUNT OF FEES PAID BY SUB-SVB UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE ALLEGED EVENTS GIVING RISE TO LIABILITY. The existence of more than one claim will not increase or otherwise alter these limitations on CTTS', SD's and Affiliates' liability.

9.7. <u>Indemnification by Sub-SVB</u>. Sub-SVB shall defend and indemnify CTTS, SD and Affiliates against any third-party claim or action resulting from or relating to (a) Sub-SVB's failure to obtain or maintain any appropriate license, Intellectual Property Rights, or other permissions, regulatory certifications or approvals associated with any product, software, data or other materials you provide, request or direct to be installed or integrated as part of the Products; (b) your misuse or modification of any Products; (c) your combination, operation, or use of any of the Products with any Third-Party Product, where such combination, operation or use infringes or misappropriates any intellectual property right or trade secret of a third party; (d) your fraud, misrepresentation, negligence, or willful misconduct; (e) the provision of Sub-SVB owned products, software, or services; (f) any acts or omissions of any of its Resellers or Customers; or (g) Sub-SVB's breach of any of its obligations, responsibilities, representations and/or warranties set forth in this Agreement.

9.8. <u>IP Indemnity by CTTS</u>. CTTS shall defend and indemnify Sub-SVB against any third-party claim or action (provided that such third party is not affiliated with Sub-SVB) that the Products prepared or produced by CTTS and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other U.S. intellectual property rights (collectively, "Indemnified Claims"). In addition, if CTTS receives prompt notice of an Indemnified Claim then CTTS shall, at its option and expense: (a) obtain a right for Customer to continue using such Products; (b) modify such Products to make them non-infringing; (c) replace such Products with a substantially comparable, non-infringing product or service; or (d) terminate any allegedly infringing Products and refund any pre-paid fees for such allegedly infringing Products on a pro rata basis for the period of time that such Products has not been performed. Notwithstanding the foregoing, CTTS shall have no responsibility for, and no obligation to defend or indemnify Sub-SVB for, any claim resulting or arising from (1) any Third-Party Products; (2) any open source software; (3) modifications of the Products that were not performed by or on behalf of CTTS; (4) the combination, operation, or use of any of the Products with any Third-Party Product (where such combination, operation or use causes the claimed infringement); (5) CTTS' compliance with any of your written specifications or directions, including the incorporation of any materials, processes, or Third-Party Products provided by or requested by you; or (6) any circumstance for which you are required to indemnify CTTS. CTTS' duty to indemnify and defend under this paragraph is contingent upon: (i) CTTS receiving prompt written notice of the third-party claim or action for which CTTS must indemnify you, (ii) CTTS having the right to solely control the defense and resolution of such claim or action, and (iii) your cooperation with CTTS in defending and resolving such claim or action. CTTS has no obligation to defend or indemnify any Customer or any other third party. This paragraph states Sub-SVB's exclusive remedies, and CTTS' sole liability, for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate CTTS to provide any greater indemnity to you.

9.9. <u>Disclaimer of Other Representations</u>. All representations made, or agreements executed by Sub-SVB pursuant to this Agreement shall be Sub-SVB's sole responsibility.

10. **NON-SOLITICATION.**
10.1. During the Term, without the express written permission of CTTS or SD, Sub-SVB, shall not directly or indirectly, (i) solicit or entice, or attempt to solicit or entice, any CrossLink Customers [defined as an individual or entity that has purchased Products from CTTS, SD, their Affiliates, any service bureau or sub-service bureau for the current or the prior tax season] for

purposes of diverting their business from using the Products, or (ii) intentionally interfere in any material respect with the business relationships of CTTS, SD, their Affiliates, service bureaus, sub-service bureaus and any user of the Products. CTTS or SD shall have the right and remedy to have such provision specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any such breach may cause irreparable injury to CTTS or SD in addition to, and not in lieu of, any other rights and remedies available to CTTS or SD under law or in equity subject to the limitations in this Agreement.

    10.1.1.Liquidated Damages – Breach of <u>Subsection 10.1</u>. Sub-SVB understands that in the event that Sub-SVB breaches <u>subsection 10.1</u>, the monetary damages which CTTS or SD will sustain may be difficult to ascertain. Sub-SVB hereby agrees that in the event of any such breach on their part, Sub-SVB will be liable to CTTS or SD for liquidated damages in the amount of $100,000.00 per breach. Sub-SVB hereby acknowledges that said damages are reasonable, do not constitute a penalty, and Sub-SVB further agrees that Sub-SVB will not contest the reasonableness of said liquidated damages in any such action commenced by either party with respect to this Agreement.

    10.1.2.Liquidated Damages – Business Lost due to Sub-SVB Actions. Sub-SVB understands that in the event that Sub-SVB breaches <u>subsection 10.1</u> and CTTS or SD loses business from a CrossLink Customer because of such actions by Sub-SVB, the monetary damages which CTTS or SD will sustain may be difficult to ascertain. Sub-SVB hereby agrees that in the event of any such breach on their part, Sub-SVB will be liable to CTTS or SD for liquidated damages equal to a factor of 2.5 times gross receipts (over the last 12 months) attributable to that CrossLink Customer. Sub-SVB hereby acknowledges that said damages are reasonable, do not constitute a penalty, and Sub-SVB further agrees that Sub-SVB will not contest the reasonableness of said liquidated damages in any such action commenced by either party with respect to this Agreement.

    10.1.3. Sub-SVB and CTTS agree that the Liquidated Damages set forth in this Section are in addition to any and all other remedies for breach of contract to which CTTS or SD may be entitled under the applicable laws.

11. GENERAL PROVISIONS.

11.1. <u>Service Bureau in Good Standing.</u> Sub-SVB shall at all times during the term of the Agreement meet the criteria listed in the Agreement and the Program Guide or be subject to removal from the Program upon sole discretion of CTTS.

11.2. <u>No Professional Advice</u>. Sub-SVB (nor any Customers or Resellers) will neither inquire nor rely upon CTTS for tax, legal or other professional or expert advice of any kind.

11.3. <u>Assignment.</u> Neither the Agreement nor any of the rights or obligations of the Sub-SVB 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 Sub-SVB. The Agreement is binding upon and inures to the benefit of the parties hereto and their successors and permitted assigns.

11.4. <u>Survival.</u> 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.

11.5. <u>Notices.</u> All notices and other communication required or permitted under this Agreement shall be via electronic mail, facsimile or in writing and given by personal delivery, expedited delivery service (e.g., UPS or Federal Express) or first-class mail, postage prepaid, to Sub-SVB's billing address or Attn: Legal Department, CrossLink Professional Tax Solutions, LLC, 2000 N. Alafaya Trail #350, Orlando, FL 32826. Sub-SVB agrees to always provide CTTS with Sub-SVB's most current contact information, including Sub-SVB's address, phone number, fax number and e-mail address.

11.6. <u>Entire Agreement</u>. This Agreement, including CTTS' Privacy Policy (and any updated version which can be found on CTTS' website, <u>crosslinktaxtech.com</u>), pricing sheet(s), supplemental agreements, and any Order, constitutes the entire agreement between Sub-SVB and CTTS with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the parties with respect to the subject matter hereof.

11.7. <u>Waiver</u>. 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.

11.8. <u>Severability.</u> 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.

11.9. <u>Governing Law.</u> Sub-SVB 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.

11.10. <u>Jurisdiction</u>. Sub-SVB 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.

11.11. <u>Enforcement</u>**.** Sub-SVB will pay all of CTTS' or SD's attorneys' fees and costs and expenses incurred in the enforcement of any of the provisions of this Agreement.

11.12. <u>Independent Relationship</u>. No provision of this Agreement will be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between Sub-SVB and CTTS or SD, or impose a trust, partnership, or fiduciary duty, obligation, or liability on or with respect to such entities. Sub-SVB, and CTTS and SD are independent contractors. Neither party will make any representations or warranties, or assume any obligations, on the other party's behalf. Neither party is or will claim to be a legal representative, franchisee, agent or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions, of its employees and subcontractors.

11.13. <u>Force Majeure/Uncontrollable Circumstances</u>. 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.

11.14. <u>Headings and References</u>. The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

11.15. <u>Compliance with Laws</u>. The parties agree, represent, and warrant that they 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.

11.16. <u>Review by Legal Counsel</u>. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Any rule of construction which construes the Agreement against the drafting party shall not apply.

11.17. <u>Communication and Marketing.</u> 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 SD or 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 SD or 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.

11.18. <u>Know Your Customer.</u> CTTS has internal policies to obtain, verify, and record information that identifies each sub-service bureau, which information includes the name and address of each sub-service bureau and other information that will allow CTTS

to identify such sub-service bureau in accordance with CTTS' internal "know your customer" compliance requirements. Sub-SVB agrees to promptly comply with all requests to provide documentation and other information to CTTS from time to time.

11.19. No Export. Sub-SVB shall not export directly or indirectly the Products outside the United States.

11.20. Agreement Modification. CTTS reserves the right to change this Agreement at any time, in its sole discretion, with the changes to the Agreement becoming effective when sent to you in writing (including by email), posting an updated version of this Agreement on its website or within the Portal, via the link to this Agreement in your Order, or when we notify you by other means. Sub-SVB 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. If under applicable law any such change requires your approval, your continued participation in the Program on or after the date you receive the notice means that you accept and agree to the change.

11.21. 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.

11.22. Electronic Acceptance. 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.

11.23. Insurance. Sub-SVB shall carry reasonable commercial general liability insurance sufficient to cover its obligations under this Agreement.